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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 21, 2018

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on August 14, 2018

AWARDS AND PROCLAMATIONS

- Service Award - Nancy Jensen

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Tremaine Paul Longar - City ordinances regarding criminals.

II. CONSENT AGENDA ITEMS 1 THROUGH 15

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Business Improvement District for the Douglas Design District. (District I)

RECOMMENDED ACTION: Authorize the Mayor to establish and appoint a District Planning Committee with 11 voting and three ex-officio members to prepare recommendations for the boundaries, services to be provided, financial plan and other pertinent information related to the creation of a Business Improvement District for the Douglas Design District.

2. Wichita Taste - Community Event with Alcohol Consumption. (District I)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Wichita Taste event, September 28 through September 29, 2018.

3. Quarterly Financial Report for the Quarter Ended June 30, 2018.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended June 30, 2018.

4. Adoption of the 2018 International Residential Code.

RECOMMENDED ACTION: Place on first reading the ordinance amending Article 2, Section 4 of the Unified Building and Trade Code (UBTC) with the adoption of the 2018 Edition of the International Residential Code and authorize the necessary signatures.

5. Wichita Police Department Records Management System (RMS).

RECOMMENDED ACTION: Approve the contracts with Niche, LexisNexis, and Winbourne, adopt the bonding resolution and authorize the necessary signatures.

6. Salary and Classification Ordinances.

RECOMMENDED ACTION: Place the ordinances on first reading and authorize the necessary signatures.

(9:30 a.m. or soon thereafter)

7. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 523 N. Green St.	I
b. 528 N. Pennsylvania Ave.	I
c. 943 N. Indiana Ave.	I
d. 1239 N. Minnesota Ave (4-plex)	I
e. 1335 N. Estelle Ave.	I
f. 1633 N. Green St.	I
g. 2308 N. Grove Ave (duplex)	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of August 21, 2018; (2) the structure has been secured as of August 21, 2018 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 21, 2018, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin Housing Member is also seated with the City Council.**

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 20, 2018.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

- a. List of CMBs

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of PEs

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. New and Revised Petitions for Improvements to Serve Carriage Oaks 2nd Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Agreements/Contracts:

- a. Aquifer Storage and Recovery (ASR) 2017 Accounting Model and Annual Report.
- b. Child Care Licensing Program Grant.
- c. Kansas Department of Transportation (KDOT) Agreement for Mt. Vernon from Broadway to Southeast Boulevard. (District III)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

6. Property Acquisitions:

- a. Acquisition of Right-of-Way at the Southwest Corner of Pawnee and Greenwich for the Greenwich Road – Harry Street to Pawnee Street Improvement Project. (District II)
- b. Acquisition of Right-of-Way at 2332 South Greenwich Road for the Greenwich Road – Harry Street to Pawnee Street Improvement Project. (District II)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions:

Board of Park Commissioners Special Meeting, July 6, 2018
Board of Park Commissioners, July 9, 2018
Wichita Airport Advisory Board, July 9, 2018

RECOMMENDED ACTION: Receive and file.

8. Funding and Change Order Limit Adjustment for 2nd Street from St. Francis to Washington. (District VI)

RECOMMENDED ACTION: Approve the revised budget, and adopt the amending resolution and the change order modification resolution, and authorize the necessary signatures.

9. Funding for I-135/K-96/K-254/I-235 (North Junction) Interchange Improvements.

RECOMMENDED ACTION: Approve the budget and resolution, and authorize the necessary signatures.

10. Second Reading Ordinances: (First Read August 14, 2018)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

11. SUB2018-00011 -- Plat of Edge Water 3rd Addition Located on the West Side of North Hoover Road, on the South Side of West 45th Street North. (District VI)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

12. SUB2018-00023 -- Plat of Home Base Addition Located South of East Harry Street, on the West Side of South 143rd Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

13. A18-05: Murfin Acres, LLP Requests the Annexation of 15 Acres of Land for Residential Development, Generally Located on the West Side of South 143rd Street East and a Quarter Mile South of East Harry Street. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin, Housing Member is also seated with the City Council.**

14. Reasonable Accommodations Policy Revisions.

RECOMMENDED ACTION: Approve revisions to the Reasonable Accommodations Policy.

15. Section 8 Housing Choice Voucher Administrative Plan Revisions.

RECOMMENDED ACTION: Approve revisions to the Section 8 Housing Choice Voucher Administrative Plan.

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Business Improvement District for the Douglas Design District (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendations: Authorize the Mayor to establish and appoint the District Planning Committee.

Background: The Douglas Design District (DDD) is a voluntary organization of over 300 local businesses located near Douglas Avenue between Washington Avenue and Oliver Avenue. In 2017, the DDD established a five-year strategic plan to become a financially self-sustaining organization that is not reliant on elective membership. To that end, the DDC launched the 2020 Vision campaign with the goal of establishing a Business Improvement District (BID) focused on growth and development of the DDD. The attached DDD Annual Report details goals of the 2020 Vision campaign. A BID provides for the administration and financing of additional and extended services to businesses within the district and is funded by the City levying a mandatory service fee on the businesses within the district. While the City levies the service fee, it can contract with a third-party organization such as the DDD to operate the BID. The approach is similar to that used by the City to contract with the Wichita Downtown Development Corporation in downtown.

Analysis: The first step in the process creating a BID is to establish a District Planning Committee. The committee is appointed by the Mayor but its size and purpose must be authorized by the City Council. State law requires that the committee submit a report to the Council that (a) describes the boundaries of the proposed district; (b) outlines the additional and extended services needed within such district; (c) estimates the annual cost of providing those services recommended for performance during the next three years; (d) describes the proposed method of financing such costs; and (e) provides such other information as may be requested by the governing body. The recommended membership of the District Planning Committee is attached. The District Planning Committee will submit a detailed plan for the proposed BID for formal consideration by the City Council. By establishing the District Planning Committee, the City is not obligated to pursue creation of the proposed BID.

Financial Considerations: If the City Council decides to proceed with the process of creating the proposed BID, a public hearing notice must be mailed to all businesses within the proposed BID and published in the official newspaper. The DDD will be responsible for the costs of the public hearing notice and has secured a grant to fund the costs.

Legal Considerations: The Law Department has reviewed and approved the process for creating the District Planning Committee.

Recommendation/Action: It is recommended that the City Council authorize the Mayor to establish and appoint a District Planning Committee with 11 voting and three ex-officio members to prepare recommendations for the boundaries, services to be provided, financial plan and other pertinent information related to the creation of a Business Improvement District for the Douglas Design District.

Attachments: Douglas Design District Annual Report
Recommended Membership of the District Planning Committee



DOUGLAS
DESIGN
DISTRICT

ANNUAL REPORT

MARCH 2017-2018 RECAP & ACCOMPLISHMENTS



DDD 2018 BOARD OF DIRECTORS

Working to Support, Promote & Elevate.



Janelle King
President
AAD Director, Development Chair
The Workroom



Stacy Ward-Lattin
Vice-President
Promotions Co-Chair
Hopping Gnome Brewing



Renee Duxler
Secretary
2020 Vision Co-Chair
Aerial Style



Karen Cundiff
Webmaster
Transitions Group



Steven Suellentrop
Promotions Co-Chair
Legacy Bank



Barbara Burleson
Membership Chair
Ziggy's



Paul Bowen
College Hill Assoc. Liason
Wichita Real Estate Connection



Mariah Campbell
DDD Social Media Manager
Aspen Boutique



Starlyn Tayrien
Promotions Committee
Hartman Oil/Jimmy's Egg

SUPPORT



Leon Moeder
Executive Committee/DDD Board Liason
Moeder & Associates



Ty Tabing
2020 Vision Co-Chair
Urban Designer/Consultant



Kacey Bowen
Board Support
Wichita Real Estate Connection



Denise Hearson
Bookkeeping

BOARD DUTIES & RESPONSIBILITIES

Board members are dedicated volunteers, committed to seeing the Douglas Design District thrive. They are required to serve on, or chair at least one committee, attend monthly 2-hour board meetings on the 3rd Tuesday of every month, attend an annual day-long strategic planning retreat, attend member meetings and mixers, and maintain a fiduciary responsibility to all our members. Most board members also spend many hours volunteering and/or representing DDD at a wide variety of meetings with the city, other districts, and helping create, plan and coordinate events that bring people to your business and our District!

LETTER FROM THE PRESIDENT

The inspiring vision, the groundswell of support, the flurry of activity... what an exciting year we are off to in the District! I am so proud of all that has been accomplished and even more excited at the things still on the horizon. We are working hard to take advantage of the momentum and excitement and take hold of what our future looks like to shape it into a District our residents and businesses are proud of and can thrive within.

Janelle King, The Workroom

MISSION

The Douglas Design District will revitalize the East Douglas community, creating a feeling of safety, productivity, cooperation, and pride for the area residents and businesses. We will pursue and promote the 'corridor of creativity' as a rewarding place to live, work, invest and shop local.

#corridorofcreativity

VISION

The District will be a destination location for the unique, local Wichita experience to:

Shop, Live, Dine... by Design.



BENEFITS OF MEMBERSHIP

JOIN TODAY AT DDDWICHITA.COM

ONLINE PROMOTION & EXPOSURE

WEBSITE, SOCIAL MEDIA, EMAIL, PODCAST

WEBSITE: DDDWICHITA.COM

- Reach new customers with a customized webpage
 - Increased exposure and SEO (Search Engine Optimization)
 - Auto-post your events on DDD's Event Calendar through Facebook Events:
 - Create an event on your Facebook page, then select DDD as a Co-host.Once approved, the event will automatically appear on FB & DDD's Website Event Calendar
- Website Questions? Contact Karen Cundiff: info@dddwichita.com**

SOCIAL MEDIA MARKETING

Gain extra exposure on DDD's social pages and get noticed! Follow these steps:

Facebook Postings, Events & Facebook Live

- Tag Douglas Design District by typing @douglasdesignndistrict
 - Increase Visibility - add DDD as a location by geo-tagging Douglas Design District on your posts
 - Use the hashtags: #dddct, #douglasdesignndistrict, #corridorofcreativity, #avenueartdays
 - Share your Events on DDD's Facebook Page and Website
 - o Create an event on your Facebook page and select DDD as a Co-hostOnce approved, your event will show up on DDD's event page and auto-populate on the DDD Website Event Calendar
 - Facebook Live – showcase your business with a live broadcast from your store
- Request a Facebook Live at your business! Contact Paul & Kacey Bowen, info@dddwichita.com**

Instagram Posting

- Follow @dddwichita
- Tag @dddwichita in your photos
- Use the hashtags: #dddct #douglasdesignndistrict #corridorofcreativity #avenueartdays

EMAIL MARKETING

- Reaching 14,000+ DDD Enthusiasts through our monthly email
- Promoting DDD, District Wide Events, and our Members

DDD PODCAST

- NEW Monthly DDD Podcast
 - Promoting everything DDD
 - Showcase your business, we can broadcast from your business.
- Sign-up to host a podcast send your request to: info@dddwichita.com**



Did you know every year businesses in the Douglas Design District WIN more **Readers' Choice Awards** and **Best of Wichita Awards** than any other area of town? We are Wichita's preeminent destination for design, retail, fashion, business and entertainment. DDD is here to get the word out and bring customers to your door! And we're going to beautify and revitalize the place along the way.

DESTINATION MARKETING & SPECIAL EVENTS

2nd SATURDAY, SMALL BUSINESS SATURDAY, AVENUE ART DAYS, AND MORE

- Monthly 2nd Saturday Promotion
- Constant push and advocacy to BUY LOCAL / SHOP SMALL
- Support for member and community events like:
 - Lincoln Heights Farmers Market
 - Four Corners Fall Festival
 - 2nd Saturday Artisan Market
 - Women's Equality Day Events
 - Open Streets

NETWORKING MIXERS

3RD MONDAY OF THE MONTH, 5:30 PM - 7 PM

January, February, March, May, June, October & November

- Network and connect with DDD Members
- Keep up to date on all DDD Happenings
- Develop partnership opportunities with fellow members
- Showcase your business by hosting a mixer (Only 2 spots left for 2018)

Contact Barbara Burleson: info@dddwichita.com

AREA REPRESENTATION

ADVOCACY/ACCESS TO CITY OFFICIALS

- DDD Representation on District 1 Advisory Board (Leon Moeder)
- City liaison attends DDD Development Committee meetings
- Regular Access/Meetings with Council Members and City Officials
- DDD Member direct access to City Officials at DDD Annual Meeting/Open Houses
- Key business leaders advocating for DDD as part of the new Executive Committee
- DDD Business Memberships:
 - WIBA (Wichita Independent Business Association)
 - Visit Wichita

DDD MEMBER DISCOUNTS & RECOGNITION

TRAINING EVENTS/WORKSHOPS

- June 2017: Social Media Day ICT 2017 (DDD Recognized Sponsor)
- October 2017: Marcus Sheridan Workshop (DDD Recognized Sponsor)
- April 2018: Duncan Wardle Day Long Innovation & Creativity Workshop (Coming April 19, 2018, \$50 off with code "DDDMember150")
- Watch for discounts to Social Media Day ICT 2018, coming in June!





THE 2020 VISION

SHORT-TERM Design District painted streetscape, approved by the City of Wichita Design Council, along Douglas from Washington to Hydraulic set to begin spring of 2018.

LONG-TERM Infrastructure project from Washington to Grove, bringing medians, improved walkability and stronger identity to the District. We are advocating to move the start date of the project to 2020 from the current start date of 2023.

SELF-SUSTAINING Move the Douglas Design District to become a self-sustaining 501(c)(3) organization with paid staff.

BECOMING A BID

The creation of a Business Improvement District (BID) will allow us to achieve our future initiatives with greater participation and more resources. A BID is created in a defined area where businesses and property owners pay an assessment, instead of membership dues, to fund organizational goals.

These funds are used for services not provided by the local government. This includes the established and ongoing services including: marketing, events, place-making, beautification and safety enhancements to realize the District mission to pursuing and promoting an “avenue of creativity” for Wichita to Shop, Live and Dine... by Design.

PROPEL THE DISTRICT FORWARD

BIDs are based on creating attractive commercial districts that inspire shoppers and make an environment conducive to thriving businesses.

An increase in foot traffic, retail sales and property values has been shown to occur in over 1,000 BIDs found throughout the United States.

PAINTED STREETSCAPE PROJECT

(Washington to Hydraulic)

Short-term, two-year animation of Douglas that introduces key elements of the infrastructure project to DDD including medians, angled parking, and a colorful design-themed identity. The painted streetscape project is funded by the City with completion expected Spring 2018. **THE STRIPING ADDS 53 NEW PARKING SPACES!**

EAST DOUGLAS INFRASTRUCTURE PROJECT

(between Washington and Grove)

DDD is advocating the infrastructure project be funded now to allow the one-year construction project to start in 2020 (rather than current plan to start in 2023).

East Douglas currently has an automobile-orientation; we want a pedestrian-orientation that makes the District more walkable and elevates the identity of the area. DDD wants East Douglas to be a neighborhood people drive to rather than drive through.

Wichita is having a civic pride “moment” and we want to harness this momentum to get Wichitans to express their support to fund this project now. The City funded a streetscape project in Delano that transformed that neighborhood. Why can’t they fund a similar project in the DDD that establishes a gateway to downtown from the east?

BUSINESS IMPROVEMENT DISTRICT

WHY?

An increase in foot traffic, sales and property values have been found to occur in the over 1,000 BIDs throughout the country.

Approximately 1/3 of businesses in DDD’s project area are DDD members yet ALL businesses benefit from DDD’s efforts. A BID eliminates this “free rider” problem and, if implemented, would allow DDD to have a singular focus on implementing the BID business plan rather than always chasing membership.

Previously, the City planned to charge a special assessment to businesses with frontage along the infrastructure project. DDD’s advocacy has led to the City eliminating this “special.” Instead, through a BID, DDD can create a Business Plan that funds a more robust set of programs that might include landscaping, place-making, marketing and events.

A BID is often compared to a Common Area Maintenance charge found in shopping malls and lifestyle centers. It funds “common area” district-wide services such as destination-marketing and landscaping that individual businesses cannot successfully provide on their own.

IS THIS A TAX?

A BID assessment is not a tax. It’s not imposed by government but instead is a funding model created “ground up” by the community. A BID is established when the community decides it wants a fairer (everybody contributes) and more predictable funding model to achieve organizational goals. THE PAYMENT OF THE BID ASSESSMENT WILL REPLACE MEMBERSHIP DUES.

WHO DECIDES HOW TO SPEND THE MONEY?

A BID Board of Directors is elected by business owners within the BID boundary to establish annual budgetary priorities, assessments, and to oversee successful execution of the BID business plan. If the BID is not delivering to the community’s satisfaction, unlike a tax, the community can choose to dissolve a BID.

GET INVOLVED

CONTACT your city council member to advocate for the city’s support of a BID for the DDD by going to dddwichita.com to send an email directly from the site.

ATTEND an upcoming city council meeting and share your voice to the 2020 Vision. For more information contact us at info@dddwichita.com.

SHARE this information with business owners and community members. Hit the streets to rally and support. For more materials contact us at info@dddwichita.com.



NEW EXECUTIVE COMMITTEE

In 2017, the DDD Board came out with our 5-year strategic plan. Key features of the plan are to become a self-sustaining district and work with the city to move the East Douglas Improvement plan forward. Towards this goal, DDD has created a new Executive Committee to support the long-term growth of the organization. These investors in DDD’s future are prominent individuals willing to lend their names and reputations to the next stage of growth for DDD. Funds raised from this group are earmarked exclusively to achieve the 2020 Vision Plan.



KEN STOPPEL
BUILDING CONTROLS & SERVICES



ANDREW GOUGH
REVERIE ROASTERS



BILL GARDNER
GARDNER DESIGN



CINDY CARNAHAN
THE CARNAHAN GROUP



MONICA SMITS
ASPEN BOUTIQUE



PATRICK HAYES
OPEN ROAD BRANDS



EMILY BOYD
CENTRAL STANDARD BREWING



MORRIE SHEETS
MORT'S & JIMMY'S DINER



KRIS CARSON
CARSON BANK



MELISA SORENSON
LEGACY BANK



LEON MOEDER
MOEDER & ASSOCIATES/STOR ALL

ADAM STEINER
CLIFTON SQUARE

BRIAN CUNNINGHAM
CENTRAL PROPERTIES

JEFF WEIFORD
GLMV Architecture



DOUGLAS
DESIGN
DISTRICT

dddwichita.com

DDD 2018 STRATEGIC PLAN SUMMARY

5-Year Stratgic Plan Where we want to go.

- 1) To be financially self-sustaining, not elective membership based.
- 2) To secure an office space, with staffing focused on the growth and development of the DDD
- 3) To become a go-to destination for shop local
- 4) Attract and retain locally owned businesses that exemplify our mission of becoming a ‘Corridor of Creativity.’
- 5) Provide tangible benefit to our members that encourages on-going, engaged membership and recruitment for a majority buy-in.
- 6) Expand greater community engagement through partnerships with the other established districts along Douglas Ave, city officials, and other community organizations.
- 7) Provide beautification, programming and safety enhancements that reflect our unique personality and support a more pedestrian-friendly corridor.

1–Year Stratgic Plan How we’re going to get there.

- 1) To initiate the BID process that includes community engagement, and activating champions from our established stakeholders.
- 2) Expanded focus on growth of shopping local as a destination for District wide involvement (trolley, business, engagement, promotion)
- 3) Net 20% of new member growth through active recruitment and retention
- 4) Identify all businesses within the boundaries of the District in order to communicate partnership benefits.
- 5) Continue to promote advocacy for the 2020 Vision campaign, that includes painted streetscape completion in spring 2018.
- 6) Seek alternative fundraising opportunities to offset increased development
- 7) Improve brand recognition across all outlets available, to include website, social media, newsletter, press, events, and more.

We feel it’s important to demonstrate to foundations, corporations and individuals that support DDD financially that key local business people are investing in the future of their District. We also believe elected officials are more likely to provide capital investments to an area that has a strong local organization in place.

#2020Vision



Q-LINE TROLLEY

ADVOCATING FOR EXPANSION

The expansion of the Q-Line trolley service along Douglas Ave now to Clifton Square has been a great success and helps promote our goal of becoming a pedestrian friendly destination.

MAJOR GOAL FOR 2018: TO WORK WITH THE CITY AND STAKEHOLDERS TO EXPAND TROLLEY SERVICE TO DOUGLAS & OLIVER

We are in the conversations with all participants in the Q-Line, taking what was learned during the pilot year to sustain and grow the program going forward. There are challenges though that we are facing with aging trolleys and limited funds.

We encourage everyone to let their council members, mayor, and city manager know that they feel the Q-line greatly increases quality of life in Wichita and want to see the QLine prioritized, the Douglas route expanded, and frequency into the Douglas Design District increased.

DDD IS NOW A 501c3

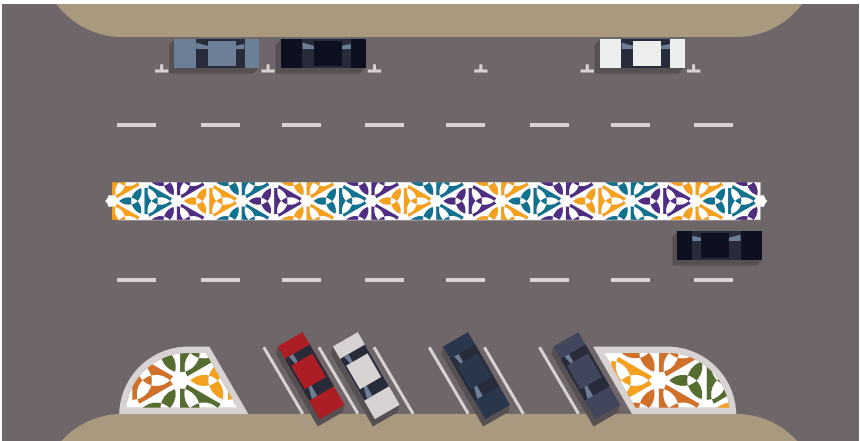
THIS IS HUGE, PEOPLE

DDD officially became a 501c3 in early 2018! The major benefit of becoming a 501c3 (versus the 501c6 that we have been before), is our ability to write for grants and other funding opportunities that we didn't have before. These grants include not only infrastructure improvements in the District (such as helping pay for Avenue Art Days costs, or installing stylized bike racks through the District), but also some capacity building activities that will improve our marketing, and development.

DONATION

HONORING TOM DOCKING

Jill Docking recently gave the Douglas Design District a \$16,000 donation which made the streetscaping between Washington and Hydraulic possible. The donation will be acknowledged with a special enhancement to College Hill Park in honor of her late husband, Tom Docking.



COMMITTEES

PROMOTIONS COMMITTEE

STACY WARD-LATTIN
STEVEN SUELLENTROP
Co-Chairs

NAOMI SHAPIRO
The Anchor

KAITLYN WALL
Reverie Roasters

JORDAN WALKER
Greteman Group

PAUL BOWEN
Wichita Real Estate Connection

KACEY BOWEN
Wichita Real Estate Connection

STARLYN TAYRIEN
Hartman Oil/Jimmy's Egg

MEMBERSHIP COMMITTEE

BARBARA BURLESON
Chair

MONICA SMITS
Aspen Boutique

TYSON DRUMMOND
Zen Fitness

TAWNY JONES
Building Controls & Services

SARA HOBSON
Recycled Threads

ALLISON LE/PARR

DEVELOPMENT COMMITTEE

JANELLE KING
Chair

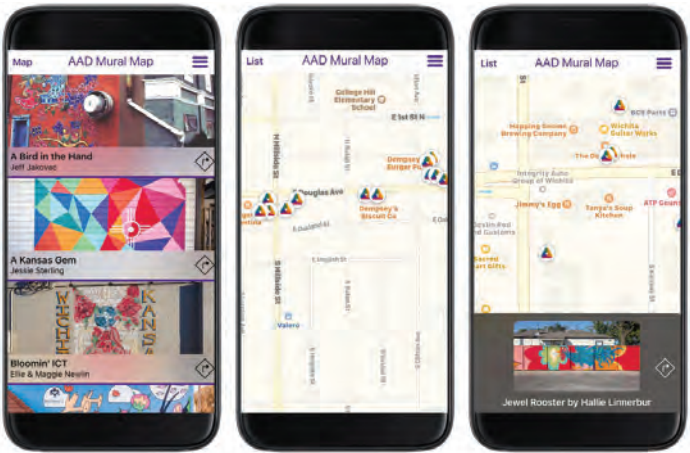
KAREN CUNDIFF
RENEE DUXLER
TY TABING



AVENUE ART DAYS

In 2017, Avenue Art Days reached a goal and announced the artists participating would receive a financial stipend for their work for the first time – part of what it's calling the "Starving Artist Initiative."

Avenue Art Days, which started as a solely volunteer opportunity, has led to paid commissions for artists who participate. For example, popular muralists Josh Tripoli and Rebekah Lewis were subsequently commissioned for works in Gallery Alley and in a private lot near Intrust Bank Arena. Artists Maggie Gilmore and Delilah Reed were hired for ICT Chalk Talks. And Freedom, who painted his first-ever mural at Avenue Art Days, recently completed his seventh paid commission – a flag design at the Wichita Country Club pool. Two more are on the way in the coming months, he said. "For (Avenue Art Days) to spearhead this whole thing ... it's a great platform for artists. It's been a springboard for my career, for sure."



GET THE APP! IN THE APP STORE

Yep, we have a new app that will guide you through all the amazing urban art in the Douglas Design District. Plan your mural tour and be sure to share it with us using #avenueartdays on Facebook and Instagram.

#shoplivedine

The Retail Committee, chaired by Stacy Ward-Lattin of Hopping Gnome, was instrumental in creating and growing events like **Women's Equality Day** and **Small Business Saturday**. With the strong start of the 2nd Saturday Committee chaired by Steven Sullentrop, the two have combined efforts to create a new **PROMOTIONS COMMITTEE**.

The purpose of this committee is to develop a collaborative effort that supports the DDD vision through community events that will benefit all involved. Members of this committee continue to plan and market the larger events as well as attend the 2nd Saturday Artisan markets, armed with information about the DDD and all that's happening here.

Always looking for more volunteers and great ideas!!

Contact:

Stacy Ward
stacydeanne@gmail.com

Steven Suellentrop
ssuellentrop@legacy.bank

PROMOTION COMMITTEE

#avenueartdays

Excerpt from Wichita Eagle Article

EXAMPLE OF 2017 PROMO TEAM EFFORTS:

- DDD Booth at 2017 2nd Saturday Artisan Market (April-Oct)
 - o Produced monthly 2nd Saturday flyer of participants
 - o Sold 41 bags and 17 tags for 2nd Saturday
 - o Educated market-goers about DDD, the Q-Line Avenue Art Days and 2nd Saturday
 - o DDD continues to have the most businesses represented in the 2nd Saturday program (30+/-)
- Organized Small Business Saturday activities
 - o Formed a committee to collaborate with Delano, Downtown and Old Town
 - o Promotions through
 - Social Media Posts
 - Shop Local Gift Guides
 - Press Releases
 - Mayor Q-Line "Ride-Along"
 - Presented at One Million Cups
 - Gift Basket Giveaways

WE'RE UPPING OUR GAME IN 2018

- 2nd Saturday/Artisan Market Booth (April-Oct 2018)
- Wichita's Amazing Race (July 2018)
- Avenue Art Days & Open Streets (Sept. 2018)
- Small Business Saturday Events (Nov-Dec.2018)



SHOP, LIVE, DINE. BY DESIGN



DOUGLAS
DESIGN
DISTRICT

DDDWichita.com • 2ndSaturday.com • AvenueArtDays.com

**Recommended Membership of the District Planning Committee
Business Improvement District for the Douglas Design District**

Voting Members

1. Janelle King, The Workroom and DDD Board President
2. Emily Boyd, Central Standard Brewery and DDD Executive Committee
3. Jeff Breault, R&J's Liquor
4. Adam Steiner, Clifton Square Properties and DDD Executive Committee
5. Karen Cundiff, Transitions Group and founding DDD Board Member
6. Ken Stoppel, Building Controls & Services and DDD Executive Committee
7. Melisa Sorenson, Legacy Bank and DDD Executive Committee
8. Steve Bruner, Zyxaxis, Inc.
9. Brandon Johnson, Wichita City Council District 1
10. Cindy Claycomb, Wichita City Council District 2
11. Jason Gregory, Downtown Wichita

Ex-Officio Members

1. Ty Tabing, Douglas Design District Consultant
2. Scott Knebel, Metropolitan Area Planning Department
3. Brian McLeod, City of Wichita Law Department

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Wichita Taste - Community Event with Alcohol Consumption (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the resolution to allow alcohol consumption during the Wichita Taste community event September 28 through September 29, 2018.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Wichita Taste event, scheduled for September 28 through 29, 2018. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event and which are depicted on the attached map. The TED will include a portion of the 200 block of St. Francis Avenue from the south curb line of Second Street North, extending south for approximately 400 feet to a point even with the south property line of the property located at 219 N. St. Francis. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth the criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed the application of Wichita Taste for a community event with consumption of alcoholic liquor allowed and finds that such criteria has been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with the community event.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Wichita Taste event, September 28 through September 29, 2018.

Attachments: Resolution and map of proposed sites for consumption of alcoholic liquor for the Wichita Taste event.

RESOLUTION NO. 18-276

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC
LIQUOR ON PUBLIC STREETS DURING WICHITA TASTE COMMUNITY
EVENT**

WHEREAS, the City Council has approved as a community event the Wichita Taste event to occur September 28 through September 29, 2018.

WHEREAS, the City Council has approved the 200 block of St. Francis Avenue to be closed to vehicular traffic from the south curb line of Second Street North for approximately 400 feet to the south, to a point even with the south property line of the property located at 219 N. St. Francis. Such street closure shall be approved from 7:00 a.m. on Friday, September 28 to 12:00 noon on Sunday, September 30, 2018 with the consumption of alcoholic liquor allowed thereon from 4:00 p.m. to 10:00 p.m. on Friday, September 28, 2018 and from 10:00 a.m. to 10:00 p.m. on Saturday, September 29, 2018.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Wichita Taste has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution, or the alcoholic liquor will be sold by a caterer licensed through the State of Kansas and the City of Wichita who has provided the required notification pursuant to K.S.A. 41-2643 and amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Wichita Taste event to occur from 4:00 p.m. to 10:00 p.m. on Friday, September 28, 2018 and from 10:00 a.m. to 10:00 p.m. on Saturday, September 29, 2018, as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 21st day of August, 2018.

CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law



**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ended June 30, 2018

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's website. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements are prepared and presented on an accrual basis for the enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions that relate to activities through June 30, 2018.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended June 30, 2018.

Attachment: Quarterly Financial Report

**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: Adoption of the 2018 International Residential Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: The Metropolitan Area Building and Construction Department (MABCD) enforces several sets of standardized code within the Wichita/Sedgwick County jurisdiction. The codes followed generally emanate from the International Code Council (ICC), and are viewed as best practice building and trade codes at a national level. ICC generates code updates on a three-year cycle. Currently, the Wichita/Sedgwick County jurisdiction adheres to the 2012 International Residential Code (IRC) along with local amendments that apply specifically to this jurisdiction under the Unified Building and Trade Code (UBTC). MABCD, local design professionals, and the local builders' association have worked together reviewing the 2018 IRC; opting to bypass the adoption of the 2015 edition and move directly to the most current version.

Analysis: Government jurisdictions adopt new building codes for several reasons. First, the building and construction industry is constantly evolving in regards to the use of new materials and changing methods of construction, which enhance public safety and improve building standards. Second, an international code allows building professionals and developers to cross jurisdiction lines without having to obtain or learn new codes. Finally, building professionals all require some level of certification, testing, and continuing education. Training and certification study is based on the newest code cycle – in this case the 2018 IRC, which residential builders and trade groups working residential projects will follow.

Overall, changes between the 2012 and 2018 IRC do not represent significant differences, but provide clarity from previous to current code requirements. Of significance are the following:

- General cleanup of clerical and numerical changes throughout the amendments.
- A specific reference to the Standard for Residential Wood Framed Decks – Deck Standards, a standard for building wood decks in the MABCD jurisdiction.
- Adoption of Section AQ – Tiny Houses.

Staff met with building professionals throughout the review process and agreement was reached concerning adoption. Several historical amendments pertaining to conditions in this jurisdiction were carried forward in the new code UBTC proposal based on mutual consensus of continued applicability.

It is important that adopted amendments fit the Wichita/Sedgwick County jurisdiction and allow input from the local building professionals who work in this area. The MABCD has worked with design professionals, builders, and the Board of Code Standards and Appeals to review changes in the 2018 code

when compared to both the 2012 and 2015 versions of the IRC. The resulting list of proposed amendments will be included in the UBTC (Article 2, Section 4) upon adoption and will go into effect on January 1, 2019.

In accordance with Sedgwick County requirements, a public hearing was held at the August 15, 2018 Board of County Commissioners (BOCC) meeting. After receiving no negative public comment, the BOCC voted unanimously to adopt the proposed code and amendments.

Financial Considerations: There is no financial impact.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 2, Section 4 of the Unified Building and Trade Code (UBTC) with the adoption of the 2018 Edition of the International Residential Code and authorize the necessary signatures.

Attachment: Clean ordinance.

CLEAN

DATE

ORDINANCE NO. 50-833

AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2018 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 2.4.010 of the Wichita/Sedgwick County Unified Building and Trade Code, is hereby amended to read as follows:

SECTION 1.

Sec. 2.4.010. - Adoption of the International Building Code is amended to read as follows:

The International Residential Code, as published by the International Codes Council, Inc., 2018 Edition, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter. Any references within Article 2, Section 4 of the Wichita-Sedgwick County Unified Building and Trade Code to the International Residential Code shall apply to the aforementioned version of the International Residential Code. All provisions within Article 2, Section 4 of the Wichita-Sedgwick County Unified Building and Trade Code prior to the passage of the resolution and ordinance adopting the 2018 International Residential Code shall remain unchanged, unless otherwise indicated within such resolution and ordinance.

SECTION 2.

Sec. 2.4.030. - Work exempt from permit.

Section R105.2 of the 2018 International Residential Code is amended to read as follows:

R105.2 Work exempt from permit: Exemption from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation

of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

BUILDING:

1. (a) Within the Wichita jurisdiction, one-story detached accessory structures classified as Groups S or U occupancies are exempt from the requirement to obtain a building permit provided the floor area does not exceed 200 square feet (18.58 m²) and a location permit is obtained from the MABCD prior to installation. For Wichita Jurisdiction location permits, the owner or authorized agent shall submit a site plan and MABCD staff will complete a pre-construction assessment of the site plan to ensure that the proposed location for the structure is not impermissibly located in a floodplain, floodway, easement, setback, or protrude onto a neighboring property. Lacking the presence of any of those conditions, MABCD staff will authorize the construction of the structure. After construction of the structure, MABCD staff will complete a post-construction on-site inspection to ensure the structure has been constructed in the location identified on the location permit

(b) Within the Sedgwick County Jurisdiction, one-store detached accessory structures classified as Groups S or U occupancies are exempt from the requirement to obtain a building permit provided the floor area does not exceed 400 square feet and (provided such structure is in the unincorporated area of Sedgwick County), a location permit is obtained from the MABCD prior to installation. For Sedgwick County Jurisdiction location permits, the owner or authorized agent shall submit a site plan and MABCD staff will complete a pre-construction assessment of the site plan to ensure that the proposed location for the structure is not impermissibly located in a floodplain, floodway, easement, setback, or protruded onto a neighboring property. Lacking the presence of any of those conditions, MABCD staff would authorize the construction of the structure and no follow-up inspection would be necessary.

Location permits are not required in second- and third-class cities that contract with Sedgwick County, which are otherwise considered to be part of the Sedgwick County Jurisdiction.

Exception to Location Permit Requirement: (Applicable within the Wichita Jurisdiction and the Sedgwick County Jurisdiction) Non-fixed and movable storage cabinets equipped with doors that conceal the contents within and having a footprint not exceeding 25 square feet (2.32 m²), shall not require the issuance of a location permit.

All detached accessory structures within both the Wichita Jurisdiction and the Sedgwick County Jurisdiction greater than 25 (2.32 m²) but equal to or less than 400 (37.16 m²) square feet shall be tied down to the earth using anchoring methods described in "Non Vehicular Storage Structure Anchoring Standards" of the City of Wichita; or be attached to a permanent concrete foundation per R403.1.6.

1.1 Playhouses or tree houses having single or multi-level floors with or without roofs.

2. Concrete or masonry fences not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and other fences not over 8 feet (2438 mm) high.

- 2.1 Concrete or masonry monument sign bases not 4 feet (1219 mm) in height measured from the lowest point of the adjoining grade. The sign size and content requires separate approval and permit.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
 4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
 5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.
 6. Decks, stoops, and porches not more than 30 inches (762 mm) above adjacent grade without overhead structures and not over any basement or story below.
 7. Replacement of floor covering, painting, papering, tiling, carpeting, cabinets, counter tops, paneling and similar finish work.
 8. Prefabricated swimming pools that are less than 24 inches (610 mm) deep and the capacity does not exceed 5,000 gallons (18,925 L) in which the pool walls are entirely above ground.
 9. Swings and other playground equipment accessory to a one- or two-family dwelling.
 10. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
 11. Emergency board-up, or securing temporary bracing of a building after a fire, storm, vehicle damage or other disaster which caused the building to be open or unsafe. The building owner or his/her agent may cause such work to be done provided that the MABCD is notified the following business day.
 12. Repair or replacement of roofing and/or siding materials not exceeding 400 square feet (37.16 m²) within any 12 month period.
 13. Repair or replacement of interior gypsum wallboard on non-fire rated walls or ceilings when the total area does not exceed 100 square feet (9.29 m²) within any 12- month period and provided that no framing electrical, mechanical or plumbing changes are made.
 14. Replacement of windows or doors or replacement of roof skylights or equipment with the same size or smaller unit(s) that does not involve the removal, cutting, alteration or replacement of any building structural member; including but not limited to studs, headers, girders, beams, joists, rafters, cripples, jacks or other supporting framing member(s). The framing used to infill existing openings for the purpose of installing smaller unit(s) shall be exempt from permit requirements. Placement of smaller windows or doors shall not reduce the minimum size requirements of escape and rescue openings, or egress door(s) required in Sections R310 and R311 of this Code. The replacement door or window shall not be of a lower fire rating than required by this Code for any rated wall or assembly.

ELECTRICAL:

Exemptions for electrical permits shall be governed by Article 4 of this Code.

GAS:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

MECHANICAL:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, water or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

SECTION 3.

Sec. 2.4.100. – Final inspection.

Section R109.1.6 of the 2018 International Residential Code is amended to read as

follows:

R109.1.6 Final inspection. Final inspection shall be made after the permitted work is complete and prior to occupancy. This requirement may be waived by the building official for approvals granted to limited contractors who are part of self-certification programs established and monitored by the MABCD. In these instances the contractors must meet all established program criteria, must provide all required documentation, and be subject to periodic audits by the MABCD. The building official may revoke permission to self-certify, for cause, at any time.

SECTION 4.

Sec. 2.4.110. – Alternative provisions.

Section R301.1.1 of the 2018 International Residential Code is amended to read as

follows:

R301.1.1 Alternative provisions. As an alternative to the requirements in Section R301.1 the following standards are permitted subject to the limitations of this Code and the limitations therein. Where engineered design is used in conjunction with these standards the design shall comply with the International Building Code.

1. American Forest and Paper Association (AAF&PA) Wood Frame Construction Manual (WFCM).
2. American Iron and Steel Institute (AISI) Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings (COFS/PM) with Supplement to Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings.
3. The Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).
4. The City of Wichita Standard for Residential Wood Framed Decks – Deck Standards.

SECTION 5.

Sec. 2.4.140. - Habitable rooms.

Section R303.1 of the 2018 International Residential Code is amended to read as follows:

R303.1 Habitable rooms. All habitable rooms shall have an aggregate glazing area of not less than 8 percent of the floor area of such rooms. Natural ventilation shall be through windows, doors, louvers or other approved openings to the outdoor air. Such openings shall be provided with ready access or shall otherwise be readily controllable by the building occupants. The minimum openable area to the outdoors shall not be less than 4 percent of the floor area being ventilated.

Exceptions:

1. The glazed areas need not be openable where the opening is not required by Section R310 and an approved mechanical ventilation system capable of producing 0.35 air change per hour in the room is installed or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (78 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom.
2. The glazed area need not be installed in rooms where Exception 1 above is satisfied and artificial light is provided capable of producing an average illumination of 6 foot-candles (65 lux) of the area of the room at a height of 30 inches (762 mm) above the floor level.
3. Use of sunroom additions and patio covers, as defined in Section R202, shall be permitted for natural ventilation if in excess of 40 percent of the exterior sunroom walls are open, or are enclosed only by insect screening.

In new dwellings and additions to existing one and two family dwellings, where a new separate heating and/or cooling system is being added to serve, but not necessarily limited to serving the new addition, an outside air duct shall be connected to the main return air duct, prior to filter, of each heating and/or cooling system for the habitable space served. Duct size shall be based on the square footage of habitable space served as follows:

1. 1500 sq. ft. or less: 4 inch diameter or 12.6 square inches.
2. 1501 sq. ft. to 2000 sq. ft. 5 inch diameter or 19.6 square inches.
3. 2001 sq. ft. and larger 6 inch diameter or 28.3 square inches. All areas listed exclude finished basement area. The outside air duct shall be provide with a ¼ inch mesh inlet screen. The outside air duct shall not draw air from contaminated sources.

SECTION 6.

Sec. 2.4.160 is hereby deleted.

SECTION 7.

Sec. 2.4.170 is hereby deleted.

SECTION 8.**Sec. 2.4.190. - Minimum opening area, height and width.**

Sections R310.2.1 through R310.2.3 of the 2018 International Residential Code are amended as follows:

R310.2.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 4.5 (0.418 m²) square feet with the window in an open

position, with a total break-out area of 5.7 (0.530 m²) square feet. The minimum net clear opening shall be maintained to a public way, yard or court.

R310.2.2 Minimum opening height. The minimum net clear opening height shall be:

1. 19¾ inches (501.7 mm) plus or minus ¼ inch for single, double hung and awning style windows.

For all other types of windows the minimum height shall be determined by multiplying the width times the height to achieve a total net clear opening of 4.5 (114.3 mm²) square feet with a total break-out area of 5.7 (0.530 m²) square feet.

R310.2.3 Minimum opening width. The minimum net clear opening width shall be:

1. 17 inches (431.8 mm) plus or minus ¼ inch in the open position for casements and slider windows.
2. 30¼ (768.35 mm) inches plus or minus ¼ inch for single and double hung units.

SECTION 9.

Former Wichita-Sedgwick County Building and Trade Code Sec. 2.4.200 entitled “Minimum opening height” and Sec. 2.4.210 entitled “Minimum opening width” are deleted, as they are now accounted for within Sec. 2.4.190.

SECTION 10.

Sec. 2.4.220. - Ladder and steps.

Section R310.2.3.1 of the 2018 International Residential Code is amended to read as follows:

R310.2.3.1 Ladders, steps and fall protection. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Section R311.7. Ladders or rungs shall have an inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) to the back of the rung from the wall and shall be spaced not more than 12 inches (305 mm) on center vertically for the full height of the window well. Window wells with a vertical depth of more than 30 inches (762 mm) shall be provided with guardrails that are designed in accordance with Section R312, or a protective cover designed to a minimum of 20 pounds per square foot (0.96 KN per m²) uniformly distributed live load. Window well covers shall be provided with an emergency egress hatch located above the ladder or steps, with the

minimum egress opening maintained. The force required to open the egress hatch shall not exceed 30 pounds (133.45 N) and shall not require the use of keys, more than one operation, or any special knowledge or effort. Window well covers, grates, and guardrails shall be constructed of materials approved for exterior use.

SECTION 11.

Sec. 2.4.225 – Drainage.

Section 2.4.225- Drainage of the 2018 International Residential Code is amended to read as follows:

Section R310.2.3.2 Drainage of the 2018 International Residential Code is hereby added to read as follows:

R310.2.3.2 Drainage. Window wells shall be designed for proper drainage by connecting to the existing foundation drainage system required by Section R405.1 or by an approved alternative method. If no existing foundation drainage system has been installed, the entire window well area shall have a minimum depth of 12” of washed gravel or crushed rock below the floor level.

Exception: A drainage system for window wells is not required when the foundation is on well- drained soil or sand-gravel mixture soils according to the U.S. Soil Classification System, Group I Soils, as detailed in Table 405.1.

SECTION 12.

Sec. 2.4.270 is hereby deleted.

SECTION 13.

Sec. 2.4.280. - Handrails.

Section R311.7.8.1 of the 2018 International Residential Code is amended to read as follows:

R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 32 inches (864 mm) and not more than 38 inches (965 mm).

Exceptions:

1. The use of a volute, turnout or starting easing shall be allowed over the lowest tread.

2. When handrail fittings or bendings are used to provide continuous transition between flights, transitions at winder treads, the transition from handrail to guardrail, or used at the start of a flight, the handrail height at the fittings or bendings shall be permitted to exceed the maximum height.

SECTION 14.

Sec. 2.4.290. - Handrails continuity.

Section R311.7.8.4 of the 2018 International Residential Code is amended to read as follows:

R311.7.8.4 Continuity. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned to the wall or shall terminate in newel posts or safety terminals at the top of each flight of stairs. Handrails adjacent to a wall shall have a space of not less than 1.25 (32.5mm) inches between the wall and the handrails.

Graspable portions of the handrail may not end up completely continuous from the top riser to the bottom riser. The rail shall return to the wall.

Exceptions:

- (1) Handrails shall be permitted to be interrupted by a newel post at the turn.
- (2) The use of a volute, turnout or starting easing, or starting newel shall be allowed over the lowest tread.

SECTION 15.

Sec. 2.4.300. - Handrail grip size.

Section R311.7.8.5 of the 2018 International Residential Code is amended to read as follows:

R311.7.8.5 Handrail grip size. All required handrails shall be of one of the following types or provide equivalent grasp ability.

1. Type I. Handrails with a circular cross section shall have an outside diameter of at least 1¼ inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6¼ inches (160 mm) with a maximum cross section of dimension of 2¼ inches (57 mm).
2. Type II. Handrails with a perimeter greater than 6¼ inches (160 mm) shall provide a graspable finger recess area on the outboard side of the profile. The finger recess shall

begin within a distance of $\frac{3}{4}$ inch (19 mm) measured vertically from the tallest portion of the profile and achieve a depth of at least $\frac{5}{16}$ inch (8 mm) within $\frac{7}{8}$ inch (22 mm) below the widest portion of the profile. This required depth shall continue for at least $\frac{3}{8}$ inch (9.5 mm) to a level that is not less than $1\frac{3}{4}$ inches (45 mm) below the tallest portion of the profile. The minimum width of the handrail above the recess shall be $1\frac{1}{4}$ inches (32 mm) to a maximum of $2\frac{3}{4}$ inches (70 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).

SECTION 16.

Sec. 2.4.320. - Single-and multiple-station smoke alarms.

Sections R314.3 and R314.4 of the 2018 International Residential Code are amended to read as follows:

R314.3 Location. Single and multiple-station smoke alarms shall be installed in the following locations:

1. Outside of each separate sleeping area in the immediate vicinity of the bedrooms.
2. On each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

R314.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where wireless alarms are installed & all alarms sound on activation of one alarm.

SECTION 17.

Section 2.4.330 is hereby deleted.

SECTION 18.

Sec. 2.4.335 is hereby deleted.

SECTION 19.

Sec. 2.4.332. - Thermal barrier.

Section R316.4 of the 2018 International Residential Code is amended to read as follows:

R316.4 Thermal barrier. Unless otherwise allowed in Section R316.5, foam plastic shall be separated from the interior of a building by an approved thermal barrier of minimum 0.5 inch (12.7 mm) gypsum wallboard or an approved finish material equivalent to a thermal barrier material that will limit the average temperature rise of the unexposed surface to no more than 250°F (139°C) after 15 minutes of fire exposure complying with the ASTM E 119 standard time temperature curve. The thermal barrier shall be installed in such a manner that it will remain in place for 15 minutes based on NFPA 286 with the acceptance criteria of section R315.4, FM4880, UL 1040 or UL 1715.

Exception: Insulating concrete forms (ICFs) may be used without the thermal barrier described in Section 314.4 when the foam plastic meets the following criteria:

1. The foam plastic has a minimum self-ignition temperature of 450 degrees C when tested in accordance with ASTM D 1929;
2. The foam plastic has a flame-spread rating of less than 25 and a smoke-developed rating of less than 450 when tested in accordance with ASTM E 84
3. The foam plastic wall assembly has a minimum two (2) hour fire resistance rating when tested in accordance with ASTM E 119; and the ICF has a valid ICCES ER number.

SECTION 20.

Sec. 2.4.380. – Section R324 deleted.

Section R324 of the 2018 International Residential Code is hereby deleted.

SECTION 21.

Sec. 2.4.400. - Section R403.1.1 created.

Section R403.1.1 of the 2018 International Residential Code is amended to read as follows:

R403.1.1. Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 (1) through R403.1 (3). For construction of one and two family dwelling habitable spaces, the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011) shall apply.

The footing width, W, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be a least 6 inches (152 mm) thick. Footing

projections, P, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1 (2) and R403.1 (3).

SECTION 22.

Sec. 2.4.410. - Section R403.1.3.3 created.

Section R403.1.3.3 of the 2018 International Residential Code is amended to read as follows:

R403.1.3.3 Slabs-on-grade with turned-down footings and slabs-on-grade cast monolithically with a footing. For slabs-on-grade with turned-down footings and slabs-on-grade cast monolithically with a footing, construction of one and two family dwelling habitable spaces shall comply with the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).

SECTION 23.

Sec. 2.4.420. - Minimum depth.

Section 403.1.4 of the 2018 International Residential Code is hereby amended to read as follows:

R403.1.4 Minimum depth. All exterior footings shall be placed at least 24 (610 mm) inches below the undisturbed ground surface. For construction of one and two family dwelling habitable spaces, the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011) shall apply. Where applicable, the depth of the footings shall also conform to Section R403.1.4.1.

SECTION 24.

Sec. 2.4.430. - Frost protection.

Section R403.1.4.1 of the 2018 International Residential Code is amended to read as follows:

R403.1.4.1 Frost protection. Section R403.1.4.1 of the 2018 International Residential Code is amended to read as follows:

Frost Protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2.(1), per amended Table footnote "b." and the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011);
2. Constructing in accordance with Section R403.3;
3. Constructing in accordance with ASCE 32; or
4. Erected on solid rock

Exceptions:

1. Protection of freestanding accessory structures with an area of 400 (36.2m²) square feet or less of light-framed construction with an eave-height of 10 feet (3048mm) or less shall not be required.
2. Protection of freestanding accessory structures with an area 400 square feet (36.2m²) or less of other than light-framed construction with an eave-height of 10 feet (3048mm) or less shall not be required.

Footings shall not bear on frozen soil. Frost depth in Wichita is 24 inches.

SECTION 25.

Sec. 2.4.440 - Section R403.1.8 created.

Section R403.1.8 of the 2018 International Residential Code is amended to read as follows:

R403.1.8 Foundations on expansive soils. Foundations and floor slabs for buildings located on expansive soils shall be designed in accordance with Section 1808.6 of the International Building Code or as specified in the Wichita Foundation, Basement and Slab-on-Grade Standards for One and Two Family Dwellings (August 30, 2011).

SECTION 26.

Sec. 2.4.455 is hereby deleted.

SECTION 27.

Sec. 2.4.457 is hereby deleted.

SECTION 28.

Sec. 2.4.460. - Floor trusses.

Section R502.11.4 of the 2018 International Residential Code is amended to read as follows:

Floor Truss design drawings. Floor truss design drawings, prepared in compliance with Section R502.11.1, shall be provided to the building official at the framing inspection. Truss design drawings shall be provided with the shipment of trusses delivered to the job site. Truss design drawings shall include, at a minimum, the information specified below:

1. Slope or depth, span, and spacing.
2. Location of all joints.
3. Required bearing widths.
4. Design loads as applicable:
 - 4.1. Top chord live load (including snow loads);
 - 4.2. Top chord dead load;
 - 4.3. Bottom chord live load;
 - 4.4. Bottom chord dead load;
 - 4.5. Concentrated loads and their points of application; and
 - 4.6. Controlling wind and earthquake loads.
5. Adjustments to lumber and joint connector design values for conditions of use.
6. Each reaction force and direction.
7. Joint connector type and description, e.g., size, thickness or gauge, and the dimensioned location of each joint connector except where symmetrically located relative to the joint interface.
8. Lumber size, species and grade for each member.
9. Connection requirements for:
 - 9.1. Truss-to-truss girder;
 - 9.2. Truss ply-to-ply; and
 - 9.3. Field splices.
10. Calculated deflection ratio and/or maximum description for live and total load.
11. Required permanent truss member bracing location.

SECTION 29.

Sec. 2.4.510 is hereby deleted.

SECTION 30.

Sec. 2.4.520. - Size and Spacing.

Section R703.8.4.1 of the 2018 International Residential Code is amended to read as follows:

R703.8.4.1 Size and spacing. Veneer ties, if strand wire, shall not be less in thickness than No. 9 U.S. gage [(0.148 in.) (4 mm)] wire and shall have a hook embedded in the mortar joint, or if sheet metal, shall be not less than No. 26 [(0.0245 in.) (0.62 mm)] U.S. gage by 7/8 inch (22 mm) corrugated. Each tie shall be spaced not more than 16 (406 mm) inches on center horizontally and vertically and shall support not more than 1.96 (0.19 m²) square feet of wall area. When stud spacing is 24 (610 mm) inches on center, ties may be spaced 24 inches (610 mm) on center to match stud spacing (maximum 1.96 (0.19 m²) square feet still required). All ties shall be attached to a stud.

Exception: In Seismic Design Category D0, D1 or D2 or townhouses in Seismic Design Category C or in wind areas of more than 30 pounds per square foot pressure (1.44 kPa), each tie shall support not more than 2 square feet (0.2 m²) of wall area.

SECTION 31.

Sec. 2.4.560 is hereby deleted.

SECTION 32.

Sec. 2.4.580. - Part IV - Energy Conservation deleted.

Part IV - Energy Conservation of the 2018 International Residential Code is hereby deleted.

SECTION 33.

Sec. 2.4.590. - Part V – Mechanical chapters deleted.

Part V – Mechanical chapters of the 2018 International Residential Code is hereby deleted.

SECTION 34.

Sec. 2.4.600. – Part VI – Fuel Gas.

Part VI, Fuel Gas of the 2018 International Residential Code is hereby adopted.

SECTION 35.

Sec. 2.4.610. - Part VII - Plumbing deleted.

Part VII - Plumbing, of the 2018 International Residential Code is hereby deleted.

SECTION 36.

Sec. 2.4.620. - Part VIII - Electrical deleted.

Part VIII - Electrical, of the 2018 International Residential Code is hereby deleted.

SECTION 37.

Sec. 2.4.790. - Fuel gas (application).

Section G2401.1 (101.2) of the 2018 International Residential Code is amended to read as follows:

G2401.1 (101.2) Application. This chapter covers fuel-gas utilization appliances and related accessories, venting systems and combustion air configurations most commonly encountered in the construction of one- and two-family dwellings and structures regulated by this Code. Requirements for gas appliances and related accessories shall include installation, combustion and ventilation air and venting. Fuel gas piping, systems, and connections for buildings governed by the International Residential Code, shall be regulated by Article 3 of this Code. The omission from this chapter of any material or method of installation provided for in the International Fuel Gas Code shall not be construed as prohibiting the use of such material or method of installation. Fuel-gas piping systems, fuel-gas appliances and related accessories, venting systems and combustion air configurations not specifically covered in these chapters shall comply with the applicable provisions of the International Fuel Gas Code.

Gaseous hydrogen systems shall be regulated by Chapter 7 of the International Fuel Gas Code.

This chapter shall not apply to the following:

1. Liquefied natural gas (LNG) installations.
2. Temporary LP-gas piping for buildings under construction or renovation that is not to become part of the permanent piping system.
3. Except as provided in Section G2412.1.1, gas piping, meters, gas pressure regulators, and other appurtenances used by the serving gas supplier in the distribution of gas, other than undiluted LP-gas.
4. Portable LP-gas equipment of all types that is not connected to a fixed fuel piping system.

5. Portable fuel cell appliances that are neither connected to a fixed piping system nor interconnected to a power grid.
6. Installation of hydrogen gas, LP-gas and compressed natural gas (CNG) systems on vehicles.

SECTION 38.

Sec. 2.4.800. - Section G2404.10 (307.5) created.

Section G2404.10 (307.5) of the 2018 International Residential Code is amended to read as follows:

G2404.10 (307.5) Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan when located above finished ceilings or furred spaces. These pans shall be installed in accordance with the applicable provisions of Section M1411.

Exception: An auxiliary drain pan shall not be required for appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.

SECTION 39.

Sec. 2.4.810. - Appliance location.

Section G2406.2 (303.3) of the 2018 International Residential Code is amended to read as follows:

G2406.2 (303.3) Prohibited locations. Appliances shall not be located in or obtain combustion air from sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens into such rooms or spaces, except where the installation complies with one of the following:

1. The appliance is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section G2407.5.
3. A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of Section G2407.5.
4. A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the

required volume criteria of Section G2407.5.

5. The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with Section G2407.6 or other approved areas.

6. Replacement of fuel fired appliances installed in toilet rooms if approved by the building official.

SECTION 40.

Sec. 2.4.820. - Section G2408 (305.7) created.

Section G2408.4 (305.7) of the 2018 International Residential Code is amended to read as follows:

G2408.4 (305.7) Clearances from grade. The placement of appliances in relation to ground level shall be governed by Section 2.4.550 of this Code.

SECTION 41.

Sec. 2.4.830. - Section G2410 (309) created.

Section G2410 (309) of the 2018 International Residential Code is amended to read as follows:

Section G2410 (309) Electrical shall be regulated by Article 4 of this Code.

SECTION 42.

Sec. 2.4.840. - Section G2410.2 (309.2) created.

Section G2410.2 (309.2) of the 2018 International Residential Code is amended to read as follows:

G2410.2 (309.2) Connections. Electrical connections between gas appliances and the building wiring, including the grounding of the appliances, shall conform to Article 4 of this Code.

SECTION 43.

Sec. 2.4.850. - Section G2411 (310) created.

Section G2411 (310) of the 2018 International Residential Code is amended to read

as follows:

Section G2411 (310) Electrical bonding shall be regulated by Article 4 of this Code.

SECTION 44.

Sec. 2.4.860. - Sections of Chapter 24 (regulating gas piping) amended.

The following sections of Chapter 24 shall each be amended to read as follows:

Sections G2412 (401), G2413 (402), G2414 (403), G2415 (404), G2416 (405), G2417 (406), G2418 (407), G2419 (408), G2420 (409), G2421 (410), G2422 (411), G2423 (413) and G2424 (415) of the 2018 International Residential Code shall be regulated under Article 3 of this Code.

SECTION 45.

Sec. 2.4.870 is hereby deleted.

SECTION 46.

Sec. 2.4.880 is hereby deleted.

SECTION 47.

Sec. 2.4.890 is hereby deleted.

SECTION 48.

Sec. 2.4.900 is hereby deleted.

SECTION 49.

Sec. 2.4.910. – Appendix Q Tiny Houses is hereby created.

Section AQ Tiny Houses – Definitions, **Tiny House** is amended to read as follows:

A dwelling that is 500 square feet or less in floor area excluding lofts.

SECTION 50.

Should any section, clause or provision of this Resolution be declared by any court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part so declared to be invalid.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall become effective January 1, 2019, upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of August, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Place the amended ordinances on first reading and authorize the necessary signatures.

Background: Classification ordinances establish employee job classifications and corresponding pay ranges. Salary ordinances establish pay rates, and must be revised to codify changes in pay rates or salary ranges. Annually, Human Resources presents salary ordinance revisions to the City Council for consideration and approval.

In 1974, the City Council enacted Charter Ordinance 226 exempting the City of Wichita from the provisions of K.S.A. 12-1008 which was a non-uniform state statute establishing the salaries for city council members of First Class Cities. Charter Ordinance 226 set forth the compensation for the Mayor and City Council Members. In 2015, the Kansas Legislature repealed K.S.A. 12-1008 and other state statutes that set forth provisions regarding the form of city governments and the compensation for elected officials.

Analysis: The revised salary and classification ordinances establishes pay ranges for all City of Wichita positions, and authorizes the City Manager to enact rules and regulations necessary to carry out the purposes and intent of the ordinance. The repeal of K.S.A. 12-1008 and other statutory provisions allow City Council compensation to be established by an ordinary ordinance.

The proposed Charter Ordinance repeals Sections 1, 2, 3 and 5 of Charter Ordinance No. 226. Staff recommends City Council compensation be established by the creation of Section 2.04.045 of the City Code. The ordinance will take effect upon the repeal of the applicable sections of the Charter Ordinance.

The revised employee salary and classification ordinances set pay ranges for various position classifications, and are updated annually. The proposed changes to each salary range are summarized below. In addition, eligible employees may receive a merit step increase up to 2.5%.

300 Series Ranges: These ranges are for positions represented by Teamsters Local #795 at Wichita Transit. Positions in each range are increased by 1.0% effective June 1, 2019; O step employees receive a one-time \$750 bonus on their anniversary date.

400 Series Ranges: These ranges are used for part-time and seasonal/variable positions. Positions in each range are increased by 1.25% effective December 15, 2018.

Ranges 602-630: These ranges are used for hourly employees that are non-exempt under the Fair Labor Standards Act (FLSA) and/or represented by the Service Employees International Union (SEIU) Local #513. The contract governing the range increase for these positions is pending.

Ranges 691-692: These ranges are for Airport Police and Fire positions represented by Teamsters Local #795. Positions in each range are increased by 1.5% effective June 1, 2019; O step employees receive a one-time \$750 bonus.

Ranges 712-725: These ranges are for Wichita Police Department positions represented by the Fraternal Order of Police Lodge #5. The contract governing the range increase for these positions is pending.

800 Series Ranges: These ranges are for Wichita Fire Department positions represented by the International Association of Firefighters (IAFF) #135. Positions in each range are increased by 1.0%; O step employees receive a 1.5% increase at their performance appraisal, effective December 15, 2018.

900 Series Ranges: These ranges are for non-exempt positions represented by Employees' Council. To maintain consistency with other City salary ranges, an increase of 1.25% is effective December 15, 2018.

Ranges B32-E83: These ranges are for exempt non-management positions represented by Employees' Council, and non-represented exempt positions, including management. To maintain consistency with other City salary ranges, an increase of 1.25% is effective December 15, 2018.

Financial Considerations: The cost resulting from the revisions to the salary ordinances are consistent with amounts included in the 2019 Adopted Budget. To maintain consistency 600 Series Employees' Council positions not outlined above will receive a 1.25% increase effective December 15, 2018.

Legal Considerations: The Law Department has reviewed the ordinances and approved as to form.

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading and authorize the necessary signatures.

Attachments: Ordinances

First Published in *The Wichita Eagle* on August 31, 2018

ORDINANCE NO. 50-835

THE CREATION OF SECTION 2.04.045 OF THE CODE OF THE CITY
WICHITA RELATING TO COMPENSATION OF CITY COUNCIL
MEMBERS AND MAYOR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 2.04.045 of The Code of the City of Wichita is hereby created to
read as follows:

“Compensation of Mayor and City Council.

- a. The total salary and compensation of City Council members of the City of
Wichita shall be established at \$41,717. On or after the effective date of the
repeal of Section 1 of Charter Ordinance 226, such wages shall be increased
annually by an amount equal to the cost of living and merit increase, if any,
included in the annual salary ordinance approved by the Council for exempt
City employees, who are not represented by a bargaining unit, plus an
automobile allowance as authorized by City Council policy. Council
members elected following the passage of this ordinance will receive a
salary equal to the salary of existing city council members.
- b. The total salary and compensation of the Mayor of the City of Wichita shall
be established at \$93,863. On or after the effective date of the repeal of

Section 2 of Charter Ordinance 226, such wages shall be increased annually by an amount equal to the cost of living and merit increase, if any, included in the annual salary ordinance approved by the Council for exempt City employees, who are not represented by a bargaining unit, plus an automobile allowance as authorized by City Council policy. Any Mayor elected following the passage of this ordinance will receive a salary equal to the salary of the existing Mayor.

- c. The salaries of City Council members and the Mayor shall be payable in bi-weekly installments.
- d. In lieu of mandatory Social Security coverage which would otherwise be required by Section 11332 of the Omnibus Budget Reconciliation Act of 1990, an additional sum may be contributed to the City of Wichita Deferred Compensation Program on behalf of each member of the City Council and Mayor. The sum so contributed shall be considered compensation under the applicable Internal Revenue Regulations in order to permit its deferral into the program.”

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective sixty one days following its passage and publication once in the official city paper, if no protest petition is filed regarding the repeal of Sections 1, 2, 3 and 5 of Charter Ordinance 226.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magaña
City Attorney and Director of Law

First Published in *The Wichita Eagle* on August 31, 2018 & September 7, 2018

8/16/18

CHARTER ORDINANCE NO. 231

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE NO. 226 REPEALING SECTIONS 1, 2, 3, AND 5 PERTAINING TO GOVERNING BODY COMPENSATION AND PROVIDING SUBSTITUTE PROVISIONS, BY ORDINARY ORDINANCE, FOR GOVERNING BODY COMPENSATION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Sections 1, 2, 3 and 5 Charter Ordinance No. 226 of the Code of the City of Wichita, Kansas, are hereby repealed. The compensation of Mayor and City Council Members shall be established by ordinary ordinances enacted by the City Council following passage of this ordinance.

SECTION 2. This ordinance shall be published once each week for two consecutive weeks in the official newspaper.

SECTION 3. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition of referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

SECTION 4. The originals of Sections 1, 2, 3 and 5 of Charter Ordinance 226 are hereby repealed.

PASSED by the governing body, not less than two-thirds of the members elect voting in favor thereof this 28th day of August, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magaña
Director of Law

First Published in *The Wichita Eagle* on August 31, 2018

ORDINANCE NO. 50-836

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF
STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF
WICHITA, REPEALING ORDINANCE NO. 50-644

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. The following pay rates are established for the Exempt & Management Pay
Plan. Salaries are expressed in minimum and maximum annual rates.

“Salary ranges.

2019 Salary Ranges
Effective December 15, 2018 – December 13, 2019

Pay Range	Minimum	Maximum
B32	\$36,315	\$62,341
C41	\$40,808	\$72,559
C42	\$44,989	\$79,992
C43	\$49,170	\$87,424
C44/C51	\$53,316	\$98,066
C45/C52	\$62,299	\$109,380
D61	\$66,348	\$120,370
D62	\$70,557	\$128,005
D63	\$74,764	\$135,638
D71	\$78,495	\$143,915
D72	\$84,690	\$158,603
E81	\$88,162	\$170,266
E82	\$92,212	\$178,086
E83	\$96,262	\$185,906

SECTION 2.

Other Provisions

Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

- (1) Police Captains shall be allowed up to a maximum of \$700.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.
- (2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of \$650.00 uniform allowance. This provision will not apply to Deputy Fire Chiefs or the Fire Chief. Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.
- (3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The

allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City.

The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (5) Police Captains who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. This provision does not apply to the Deputy Police Chiefs or the Police Chief.
- (6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed \$60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel, who are certified/trained and assigned to bomb duty, clandestine labs, and canine and SWAT duty, shall be compensated in addition to their regular pay, \$60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.
- (7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of

\$25.00 per month for an associate's degree, or \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree in Fire Science, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.

- (8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. An employee may receive only one category of Special Duty Pay.
- (9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- (10) Allowance for travel expenses or for the use of personally-owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager. Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.
- (11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be

an amount not to exceed \$2.00 times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. (\$5.00 X 12 years of service = \$60.00 per month in payment.)

- (12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.
- (13) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.
- (14) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current

rate for up to six months following the reclassification.

- a. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- b. Municipal Court Judges will receive a 1.25% general pay adjustment. Upon completion of their annual evaluation by the City Council in 2019, the judges may be eligible for an additional wage (merit) increase to be determined by the City Council at that time.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.

- j. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 3. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 4. Ordinance No. 50-644 is hereby repealed.

SECTION 5. This ordinance shall take effect on August 28, 2018 and be published in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of August, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magaña
City Attorney and Director of Law

ORDINANCE NO. 50-837

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 50-645

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	C41
Administration Manager	C45/C52
Air Service & Business Development Administrator	C45/C52
Airport Building and Utilities Manager	C44/C51
Airport Operations Manager	C43
Airport Police and Fire Chief	D62
Assistant Airport Building and Utilities Manager	C43
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D72
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Crime Analyst Supervisor	C45
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy Airport Police and Fire Chief	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Engineer	C42
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51

Environmental Scientist
Environmental Services Program Supervisor

C41
C44/C51

Classification

Pay Range Numbers

Environmental Services Specialist	C41
Event Coordinator	C41
Event Facilitator	C42
Executive Assistant	C41
Finance Manager	D72
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire Medical Instructor/Coordinator	C44/C51
Fiscal Analyst	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	C44/C51
Museum Specialist I	B32
Museum Specialist II	C41
Museum Specialist III	C43
Museum Specialist	C41
Plans Examiner	C42
Planning Manager	D62
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D61 - D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Division Manager	D71
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51

Senior Librarian
Senior Management Analyst

C44/C51
C44/C51

Classification

Pay Range Numbers

Senior Planner
Senior Plans Examiner
Senior Program Specialist
Senior Safety Coordinator
Senior Solution Analyst
Special Projects Coordinator
Special Projects Engineer
Support Supervisor
Solution Analyst II
Solution Analyst III
Solution Analyst IV
Tennis Professional
Transportation Development Coordinator

C43
C45/C52
C43
C43
C45/C52
C44/C51
C45/C52
B32
C42
C43
C44/C51
C42
C43

SECTION 2. Ordinance No. 50-645 is hereby repealed.

SECTION 3. This ordinance shall take effect on **August 28, 2018** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 28th day of August, 2018.

Jeff Longwell, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 50-838
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 50-646

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201-219 ("FLSA").

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
January 1, 2019 – May 31, 2019

Range	A	B	C	D	E	F	G
312	11.9046	12.2022	12.5073	12.8200	13.1405	13.4690	13.8057
314	13.5211	13.8591	14.2055	14.5607	14.9247	15.2978	15.6803
315	13.5211	13.8591	14.2055	14.5607	14.9247	15.2978	15.6803
316	14.1254	14.4786	14.8405	15.2115	15.5918	15.9817	16.3812
317	15.1363	15.5147	15.9026	16.3001	16.7076	17.1253	17.5535
320	17.3591	17.7930	18.2379	18.6939	19.1612	19.6402	20.1312

Range	H	I	J	K	L	M	N	O
312	14.1508	14.5047	14.8672	15.2389	15.6199	16.0104	16.4106	16.8209
314	16.0723	16.4741	16.8860	17.3081	17.7408	18.1843	18.6390	19.1050
315	16.0723	16.4741	16.8860	17.3081	17.7408	18.1843	18.6390	19.1050
316	16.7907	17.2105	17.6408	18.0817	18.5338	18.9972	19.4720	19.9588
317	17.9923	18.4421	18.9032	19.3758	19.8602	20.3566	20.8656	21.3872
320	20.6344	21.1504	21.6791	22.2211	22.7766	23.3460	23.9297	24.5279

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
June 1, 2019 – December 31, 2019

Range	A	B	C	D	E	F	G
312	12.0237	12.3242	12.6324	12.9482	13.2719	13.6037	13.9438
314	13.6563	13.9977	14.3476	14.7063	15.0739	15.4508	15.8371
315	13.6563	13.9977	14.3476	14.7063	15.0739	15.4508	15.8371
316	14.2667	14.6234	14.9889	15.3637	15.7477	16.1415	16.5450
317	15.2877	15.6699	16.0616	16.4631	16.8747	17.2966	17.7290
320	17.5327	17.9709	18.4203	18.8808	19.3528	19.8366	20.3325

Range	H	I	J	K	L	M	N	O
312	14.2923	14.6497	15.0159	15.3913	15.7761	16.1705	16.5747	16.9891
314	16.2330	16.6388	17.0548	17.4812	17.9182	18.3662	18.8253	19.2960
315	16.2330	16.6388	17.0548	17.4812	17.9182	18.3662	18.8253	19.2960
316	16.9586	17.3826	17.8172	18.2625	18.7191	19.1871	19.6667	20.1584
317	18.1722	18.6266	19.0922	19.5695	20.0588	20.5602	21.0742	21.6011
320	20.8408	21.3619	21.8959	22.4433	23.0044	23.5795	24.1690	24.7732

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SECTION 2. A schedule of standard pay ranges established for classifications for ***variable, seasonal and/or intermittent*** positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2018 – December 13, 2019

Range	A	B	C	D	E	F	G
405	7.6570	7.8484	8.0446	8.2457	8.4518	8.6632	8.8797
406	8.6534	8.8696	9.0916	9.3187	9.5517	9.7905	10.0353
407	8.9826	9.2071	9.4373	9.6732	9.9151	10.1630	10.4171
408	9.3319	9.5653	9.8043	10.0496	10.3007	10.5582	10.8222
409	9.7129	9.9557	10.2046	10.4597	10.7211	10.9892	11.2639
410	10.1115	10.3644	10.6234	10.8891	11.1613	11.4403	11.7262
411	10.5151	10.7780	11.0474	11.3237	11.6067	11.8969	12.1944
412	10.9666	11.2408	11.5217	11.8097	12.1051	12.4076	12.7179
414	11.9204	12.2185	12.5239	12.8370	13.1580	13.4869	13.8241
415	12.4516	12.7629	13.0820	13.4091	13.7442	14.0878	14.4402
416	13.0068	13.3319	13.6653	14.0069	14.3571	14.7159	15.0838
417	13.5974	13.9373	14.2857	14.6430	15.0090	15.3842	15.7689

Range	H	I	J	K	L	M	N	O
405	9.1018	9.3293	9.5625	9.8016	10.0466	10.2977	10.5553	10.8192
406	10.2861	10.5433	10.8070	11.0771	11.3540	11.6379	11.9287	12.2270
407	10.6775	10.9443	11.2180	11.4984	11.7859	12.0806	12.3827	12.6922
408	11.0928	11.3701	11.6543	11.9457	12.2445	12.5504	12.8643	13.1858
409	11.5456	11.8342	12.1300	12.4333	12.7441	13.0629	13.3893	13.7240
410	12.0195	12.3200	12.6279	12.9435	13.2672	13.5989	13.9389	14.2875
411	12.4993	12.8117	13.1320	13.4604	13.8011	14.1417	14.4953	14.8576
412	13.0358	13.3617	13.6957	14.0382	14.3892	14.7488	15.1176	15.4955
414	14.1697	14.5239	14.8870	15.2592	15.6407	16.0317	16.4324	16.8433
415	14.8010	15.1712	15.5504	15.9391	16.3376	16.7460	17.1648	17.5939
416	15.4610	15.8474	16.2436	16.6497	17.0659	17.4927	17.9300	18.3782
417	16.1630	16.5671	16.9813	17.4058	17.8409	18.2869	18.7441	19.2127

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SECTION 3. A schedule of standard pay ranges established for positions for *Employee's Council* (*SEIU contract pending*) represented employees, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2018 – December 13, 2019

Range	A	B	C	D	E	F	G	H
609	10.1557	10.4097	10.6700	10.9368	11.2101	11.4904	11.7776	12.0721
610	10.5727	10.8370	11.1079	11.3856	11.6703	11.9620	12.2611	12.5676
611	10.9947	11.2696	11.5513	11.8401	12.1361	12.4395	12.7505	13.0692
612	11.4666	11.7533	12.0470	12.3484	12.6571	12.9733	13.2979	13.6303
613	11.9452	12.2438	12.5500	12.8636	13.1853	13.5150	13.8528	14.1992
614	12.4639	12.7755	13.0949	13.4223	13.7578	14.1018	14.4543	14.8157
615	13.0195	13.3451	13.6786	14.0204	14.3711	14.7304	15.0986	15.4761
616	13.5999	13.9400	14.2884	14.6456	15.0117	15.3870	15.7717	16.1661
617	14.2174	14.5728	14.9373	15.3108	15.6935	16.0857	16.4879	16.9001
618	14.8734	15.2452	15.6263	16.0169	16.4175	16.8278	17.2483	17.6797
619	15.5688	15.9580	16.3571	16.7660	17.1852	17.6146	18.0551	18.5064
620	16.2882	16.6953	17.1128	17.5406	17.9792	18.4285	18.8892	19.3616
621	17.0792	17.5062	17.9437	18.3924	18.8523	19.3234	19.8067	20.3021
622	17.9050	18.3526	18.8113	19.2818	19.7638	20.2578	20.7642	21.2834
623	18.7732	19.2425	19.7235	20.2167	20.7220	21.2402	21.7713	22.3156
624	19.7079	20.2008	20.7058	21.2233	21.7540	22.2978	22.8552	23.4268
625	20.6897	21.2068	21.7370	22.2805	22.8374	23.4083	23.9935	24.5933
626	21.7312	22.2745	22.8314	23.4021	23.9872	24.5869	25.2017	25.8315
627	22.8354	23.4064	23.9914	24.5914	25.2059	25.8362	26.4821	27.1442
630	26.4835	27.1170	27.7950	28.4899	29.2021	29.9321	30.6805	31.4474

Range	I	J	K	L	M	N	O	P
609	12.3740	12.6833	13.0002	13.3252	13.6585	13.9999	14.3499	14.7087
610	12.8818	13.2038	13.5339	13.8723	14.2191	14.5746	14.9389	15.3124
611	13.3960	13.7309	14.0741	14.4260	14.7867	15.1563	15.5352	15.9236
612	13.9710	14.3204	14.6784	15.0453	15.4214	15.8071	16.2021	16.6072
613	14.5540	14.9179	15.2908	15.6732	16.0650	16.4666	16.8782	17.3002
614	15.1861	15.5657	15.9549	16.3538	16.7626	17.1817	17.6112	18.0515
615	15.8630	16.2596	16.6661	17.0827	17.5098	17.9475	18.3962	18.8561
616	16.5701	16.9844	17.4089	17.8442	18.2905	18.7475	19.2163	19.6967
617	17.3227	17.7556	18.1996	18.6544	19.1209	19.5990	20.0890	20.5912
618	18.1218	18.5748	19.0392	19.5151	20.0029	20.5030	21.0157	21.5411
619	18.9691	19.4433	19.9294	20.4276	20.9383	21.4618	21.9984	22.5483
620	19.8457	20.3418	20.8503	21.3717	21.9058	22.4534	23.0147	23.5901
621	20.8094	21.3296	21.8629	22.4095	22.9696	23.5438	24.1324	24.7357
622	21.8155	22.3608	22.9199	23.4929	24.0803	24.6823	25.2993	25.9318
623	22.8734	23.4452	24.0314	24.6322	25.2478	25.8790	26.5261	27.1893
624	24.0123	24.6126	25.2279	25.8586	26.5052	27.1678	27.8469	28.5431
625	25.2083	25.8383	26.4844	27.1464	27.8251	28.5208	29.2338	29.9647
626	26.4773	27.1393	27.8179	28.5133	29.2261	29.9567	30.7056	31.4733
627	27.8228	28.5184	29.2314	29.9622	30.7112	31.4790	32.2659	33.0725
630	32.2335	33.0395	33.8654	34.7121	35.5799	36.4695	37.3813	38.3158

SECTION 4. A schedule of standard pay ranges established for **Airport Safety** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
June 2, 2018 – May 31, 2019

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	13.8776	14.2246	14.5803	14.9448	15.3184	15.7013	16.0939
40 Hour Week	19.4287	19.9144	20.4123	20.9225	21.4456	21.9818	22.5313
692*							
24 Hour Shift	15.2654	15.6470	16.0383	16.4391	16.8502	17.2713	17.7032
40 Hour Week	21.3715	21.9059	22.4535	23.0147	23.5902	24.1800	24.7845

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	16.4961	16.9085	17.3313	17.7645	18.2085	18.6638	19.1303	19.6086
40 Hour Week	23.0946	23.6720	24.2637	24.8704	25.4921	26.1293	26.7825	27.4520
692*								
24 Hour Shift	18.1458	18.5993	19.0644	19.5411	20.0295	20.5301	21.0437	21.5698
40 Hour Week	25.4040	26.0391	26.6901	27.3575	28.0412	28.7423	29.4610	30.1975

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
June 1, 2019 – December 14, 2019

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	14.0858	14.4380	14.7990	15.1690	15.5482	15.9368	16.3353
40 Hour Week	19.7202	20.2131	20.7185	21.2363	21.7673	22.3116	22.8693
692*							
24 Hour Shift	15.4944	15.8817	16.2789	16.6857	17.1029	17.5304	17.9687
40 Hour Week	21.6921	22.2345	22.7903	23.3599	24.5427	24.5427	25.1562

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	16.7436	17.1621	17.5912	18.0309	18.4817	18.9437	19.4173	19.9027
40 Hour Week	23.4410	24.0271	24.6277	25.2434	25.8745	26.5212	27.1842	27.8638
692*								
24 Hour Shift	18.8783	18.8783	19.3504	19.8342	20.3300	20.8380	21.3593	21.8933
40 Hour Week	26.4297	26.4297	26.4297	27.7678	28.4618	29.1734	29.9029	30.6505

*Hourly rates in this pay range that are designated “24-Hour Shift” are for **Airport Safety** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

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SECTION 6. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the ***Police Department*** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2018 – December 13, 2019

Range	A	B	C	D	E	F	G
712	19.1223	19.6113	20.1016	20.6043	21.1194	21.6473	22.1886
714	20.5033	21.0160	21.5413	22.0798	22.6318	23.1977	23.7776
716	26.3884	27.0480	27.7243	28.4174	29.1279	29.8560	30.6025
722	22.1312						
723	23.1734	23.7527	24.3464	24.9551	25.5792	26.2185	26.8740
724	25.4589	26.0954	26.7478	27.4164	28.1020	28.8044	29.5246
725*	27.9972	28.6970	29.4145	30.1498	30.9037	31.6762	32.4681
727*					34.5571	35.4209	36.3065

Range	H	I	J	K	L	M	N	O
712	22.7432	23.3119	23.8946	24.4919	25.1042	25.7318	26.3752	27.0346
714	24.3720	24.9813	25.6059	26.2459	26.9022	27.5747	28.2639	28.9707
716	31.3675	32.1516	32.9555	33.7793	34.6238	35.4894	36.3767	37.2862
722								
723	27.5459	28.2344	28.9403	29.6638	30.4055	31.1656	31.9447	32.7434
724	30.2626	31.0192	31.7946	32.5895	33.4044	34.2394	35.0954	35.9728
725*	33.2798	34.1118	34.9646	35.8388	36.7346	37.6532	38.5945	39.5593
727*	37.2142	38.1446	39.0981	40.0756	41.0775	42.1044	43.1571	44.2359

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

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SECTION 7. A schedule of standard pay ranges established for commissioned positions in the *Fire Department* in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2018 – December 13, 2019

Range	A	B	C	D	E	F	G	
821	18.3317	---	---	---	---	---	---	
823* 40 Hr.	21.1310	21.6593	22.2007	22.7558	23.3246	23.9077	24.5054	
824* 40 Hr.	23.3544	23.9382	24.5366	25.1500	25.7787	26.4232	27.0839	
827* 40 Hr.	25.8941	26.5414	27.2050	27.8850	28.5822	29.2968	30.0292	
891* 24 Hr.	15.0935	15.4708	15.8577	16.2541	16.6604	17.0770	17.5038	
892* 24 Hr.	16.6816	17.0987	17.5262	17.9644	18.4135	18.8738	19.3456	
893* 24 Hr.	18.4958	18.9582	19.4321	19.9179	20.4159	20.9263	21.4494	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
823* 40 Hr.	25.1180	25.7460	26.3897	27.0494	27.7256	28.4188	29.1293	30.3008
824* 40 Hr.	27.7610	28.4549	29.1663	29.8955	30.6429	31.4090	32.1942	33.4891
827* 40 Hr.	30.7799	31.5495	32.3382	33.1466	33.9753	34.8247	35.6953	37.1310
891* 24 Hr.	17.9415	18.3900	18.8497	19.3210	19.8040	20.2992	20.8066	21.6435
892* 24 Hr.	19.8293	20.3250	20.8331	21.3539	21.8878	22.4349	22.9958	23.9208
893* 24 Hr.	21.9857	22.5353	23.0986	23.6761	24.2680	24.8748	25.4966	26.5221

*Hourly rates in this pay range that are designated "24-Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

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SECTION 8. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2018 – December 13, 2019**

Range	A	B	C	D	E	F	G
925	19.6174	20.1079	20.6106	21.1259	21.6540	22.1954	22.7502
926	21.9469	22.4956	23.0581	23.6345	24.2254	24.8309	25.4518
927	23.0621	23.6387	24.2295	24.8354	25.4561	26.0926	26.7448
928	24.2152	24.8207	25.4413	26.0774	26.7292	27.3974	28.0821
929	25.4262	26.0617	26.7132	27.3809	28.0655	28.7673	29.4863

Range	H	I	J	K	L	M	N	O
925	23.3190	23.9020	24.4996	25.1121	25.7398	26.3833	27.0429	27.7190
926	26.0887	26.7401	27.4087	28.0940	28.7963	29.5162	30.2540	31.0104
927	27.4136	28.0990	28.8014	29.5216	30.2596	31.0159	31.7913	32.5861
928	28.7844	29.5039	30.2416	30.9976	31.7727	32.5670	33.3811	34.2156
929	30.2237	30.9791	31.7537	32.5475	33.3612	34.1953	35.0500	35.9264

SECTION 9. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
 - (2) Commissioned Police Department Personnel, as well as Warrant Officers, Assistant Range Masters, and Crime Scene Investigators shall be allowed up to a maximum of \$700.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to \$350.00 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.
 - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
 - (4) Beginning the second calendar year, Firefighters will provide their own fatigue uniforms and will be reimbursed on the last payday of the year. The reimbursement is by cash allowance in the amount \$650. Allowance paid during the second year of employment will be prorated to the employee's commission date, and paid on the last payday of the second year. This provision applies to positions below the rank of Deputy Fire Chief and does not apply to Airport Police and Fire Division.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.
 - (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

- (6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of \$450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other non-commissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year College or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.
- (8) Commissioned members of the Fire Department shall receive education pay of \$25.00 per month for associate's degree or \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree in Fire Science from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.
- (9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of \$110.00 per month for a bachelor's degree in the fields of Fire Science or Administrative Justice, or as approved by Airport Management. Employees hired before January 1, 2014 will receive \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department, if earned prior to January 1, 2014. These employees are not eligible for the Tuition Reimbursement program.
- (10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed \$60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated \$60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.
- (11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. Credentialed Paramedics will receive \$86.10 per pay period. An employee may receive only one category of Special Duty Pay.
- (12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.
- (13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$1.25 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the

Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional \$1.15 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such Training cycle as may be approved by the Chief of Police).

- (14) FOP-represented employees who opt to take and pass the designated annual fitness test will receive a \$100.00 bonus for each year in which they pass the test.

(15) Omitted

- (16) Shift differential will be paid at a rate of \$0.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt, non-represented employees and those represented by the Service Employees' International Union.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1 st Shift: From	4:00 a.m. to 2:59 p.m.
2 nd Shift: From	3:00 p.m. to 9:59 p.m.
3 rd Shift: From	10:00 p.m. to 3:59 a.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1 st Shift: From:	6:00 a.m.	To: 10:00 a.m.
2 nd Shift: From:	10:00 a.m.	To: 5:00 p.m.
3 rd Shift: From:	5:00 p.m.	To: 11:00 pm.
4 th Shift: From:	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2nd shift and \$0.25 per hour for 3rd shift.

- (17) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status.
- (18) Allowance for travel expenses or for the use of personally-owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager. Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.
- (19) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., \$2.00 X 10 years of service = \$20.00 per month payment. For employees with over eleven years accumulative City employment, the payment shall be \$5.00 times the total years of service per month, e.g., \$5.00 X 12 years of service = \$60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit), International Association of Firefighters Union Local #135, Service Employees International Union Local #513, Fraternal Order of Police Lodge #5 positions.
- (20) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks, or in accordance with approved Memoranda of Agreement with recognized employee

organizations.

- (21) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues that may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 10. Ordinance No. 50- 646 is hereby repealed.

SECTION 11. This ordinance shall take effect on **August 28, 2018**, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 28th day of August, 2018.

Jeff Longwell, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 50-839

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 50-647.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

<u>Class Title</u>	<u>Pay Range Number</u>
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building and Utilities Supervisor	626
Airport Custodial Supervisor	622
Airport Fleet Supervisor	627
Airport Ground Facilities Supervisor	625
Airport Operations Officer	623
Airport Operations Supervisor	625
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Assistant Range Master	716
Associate Accountant	623
Bailiff	617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic I	321
Bus Mechanic II	322
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
Call Center Information Specialist I	617
Call Center Information Specialist II	619
Child Development Specialist	927
Clerical Aide	609
Clerk I	613

Clerk II	615
Clerk III	617
<u>Class Title</u>	<u>Pay Range Number</u>
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929
Community Service Officer	623
Construction Inspector I	623
Construction Inspector II	625
Crime Analyst	928
Crime Scene Investigator	714
Crime Scene Supervisor	630
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Clerk Aide	405
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Digital Evidence Technician	625
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Family Development Specialist	925
Field Supervisor	625
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Equipment Shop Supervisor	626
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827

Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827

<u>Class Title</u>	<u>Pay Range Number</u>
Fire Protection Systems Specialist	893 or 827
Fire Recruit	821
Fire Training Instructor	893 or 827
Fiscal Specialist	925
Forensic Examiner	929
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	412
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Housing Specialist	925
Information Systems Coordinator	926
Inspector	622
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Irrigation Technician Aid	618
Irrigation Technician I	619
Irrigation Technician II	621
Kennel Technician	611
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant	619
Lifeguard I	406
Lifeguard II	408
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	415

Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626

<u>Class Title</u>	<u>Pay Range Number</u>
Office Aide I	406
Office Aide II	409
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
Planning Technician	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Records Specialist I	617
Police Records Specialist II	619
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide I	405
Recreation Aide II	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Call Center Information Specialist	621
Senior Library Assistant	622
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626

Solution Analyst I	927
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415

<u>Class Title</u>	<u>Pay Range Number</u>
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
Worker I	405
Worker II	409

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. 50-646 is hereby repealed.

SECTION 3. This ordinance shall take effect on **August 28, 2018** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 28th day of August, 2018.

Jeff Longwell, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: Wichita Police Department Records Management System (RMS)

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the contracts with Niche, LexisNexis, and Winbourne, adopt the bonding resolution and authorize the necessary signatures.

Background: The Wichita Police Department (WPD) current Records Management System (RMS) E*Justice was obtained in 2000. During an upgrade in 2005, the database was partitioned into two versions, Production and Archive, with the intent to migrate the two over time. In 2008, a budget request for a new RMS was first submitted and an E*Justice Steering Committee was formed to determine if a replacement should be obtained to address deficiencies in the system. That committee, with City Council approval, invested funds to upgrade E*Justice while continuing to review other software as it became available.

In 2011, E*Justice was acquired by InterAct Solutions. In 2015, InterAct was acquired by Caliber Justice Systems, which provides technical support to E*Justice. E*Justice is no longer supported by the software provider. The software is at 'end of life' running on a Microsoft 2003 server, which is no longer supported by Microsoft. The limitations of E*Justice creates restrictions on additional software utilized by the WPD and other entities, which are reliant upon the data stored.

In March 2018, the Kansas Bureau of Investigation (KBI) performed an audit of the current WPD RMS. The system is not in compliance due to the inability to properly verify the accuracy of required information being forwarded to the State and National Incident Based Reporting Systems, without Records Bureau personnel assistance, E*Justice security standards and the 2003 Microsoft Server Platform. No sanctions were issued following the audit due to the pending RMS replacement project.

Analysis: The 2005 database split required the creation of the Archive and Production databases. This requires duplicate work to check and update both databases. A merger of the databases was never completed and to date both Archive and Production databases are being utilized.

E*Justice limitations require information obtained in the field to be manually entered into the electronic system after paper copies of the report are forwarded through the current work flow chain. Many of these cases are physically handled by no less than seven employees. Many cases require additional contact before the case can be closed. The system is cumbersome and requires multiple layers of duplication for officers and support staff. Data has also been lost, requiring reentry at significant expense due to the unstable, unsupported system.

Other E*Justice limitations include the inability to retrieve valuable statistical data elements, which are used for crime analysis and case investigation. E*Justice is also incapable of interfacing with third-party software such as electronic citation solutions, other law enforcement agency (LEA) databases, as well as State and Federal electronic data gateways.

In 2016, an independent study of the WPD Records Bureau efficiency and functionality was conducted. E/S Support Service advised the current RMS was a primary contributing factor to most of the backlog and inefficiencies within the Records Bureau and the Department. The recommendation was to obtain a new RMS with field based reporting and citizen on-line reporting capabilities. In November 2016, the

Information Technology (IT/IS) Advisory Board reviewed and approved the replacement of E*Justice with a new RMS.

Following a functionality needs assessment, a Request for Proposal (RFP) was published in April 2017. Seven responses to the RFP were received and evaluated. The respondents were Caliber Justice Systems, Mark 43, Motorola/Spillman, Niche Technology, Superion, Tri-Tech Software Systems and Tyler Technologies. Responses were reviewed by a Staff Screening and Selection Committee (SSSC) consisting of staff from five departments: Finance, IT/IS, Law, Municipal Court, and Police. The RFP was comprehensive, detailing over 1,850 requirements. The committee short-listed four responses using the following criteria:

- Performance standards, qualifications, requirements and functionality
- Completeness of proposal and understanding of project purpose, scope and objectives
- Experience and resources
- Willingness to use the City's contract language
- Customer service
- Approach, training and documentation
- Cost

Four finalists were invited to facilitate two-day on-site demonstrations during August and September 2017. More than 50 employees participated in the demonstrations. SSSC staff completed litigation checks, performed site visits and conducted reference checks with other city and county governments utilizing the systems under consideration. The SSSC selected Niche Technology as the recommended provider based on the project and implementation team, functionality, customer service and other criteria used in the evaluation process.

Niche Technology is the worldwide leader of Commercial-Off-The-Shelf (COTS) Police records management systems for large organizations. There is no additional licensing costs for non-sworn accounts. The Niche maintenance agreement includes future development and upgrades at no additional costs.

NicheRMS is licensed for use by more than 125,000 sworn officers in four countries and by nine of the 30 largest state/local police agencies in the English-speaking world, including the Los Angeles Police Department. NicheRMS solution offers several critical benefits over E-Justice, including:

- Field based reporting
- Advanced property and evidence capabilities
- Customizable workflows
- Significant reductions in duplication of work
- Capability to interface electronically with State agencies and Other LEA
- Increased officer safety, ability to perform background checks within the system
- Task assignments, routing
- On-line citizen based reporting (LexisNexis)
- Integrated electronic citation solution

Included within the RFP was a request for an online citizens reporting solution and software to track field personnel training. Six of the seven vendors responding to the RFP provided LexisNexis as a solution. LexisNexis provided an onsite demonstration of its products. DORS (Desk Officer Reporting Software) allows citizens or businesses to report certain incidents on-line. LEAPS (Law Enforcement Automated Personnel System) tracks personnel and training information.

Due to the complexity of this project, an outside project management firm was recommended. The primary function of the project management firm is to ensure the project remains on time, on task and within budget constraints. An RFP for Project Management was issued in January 2018. Five firms responded. After review, the selection committee selected Winbourne Consulting. Winbourne was formed in 2000 and has served over 500 public safety agencies with expertise in RMS implementation and change management.

Financial Consideration: The contract cost for Niche Technology is \$1,158,500. The contract cost for Winbourne Consulting Firms is \$160,900. The contract cost for LexisNexis is \$78,600.

NicheRMS and LexisNexis meet current and projected departmental needs. Itemized costs are included in the attachments to this agenda.

The 2018-2027 Adopted Capital Improvement Program (CIP) includes \$2.725 million in General Obligation (GO) bond funding in 2018 for IT/IS system improvements. The additional funding will be obtained from the Software Replacement Fund (SRF) \$475,838 and Equipment Replacement Fund (ERF) \$140,000. These three funding sources total \$3,340,838.

Available Funding	
GO At-large bond funding	\$2,725,000
Equipment Replacement Fund (ERF)	\$63,126
Total Available funding	\$2,788,126
Project Costs	
Niche	\$1,158,500
Winbourne	\$160,900
LexisNexis (2 year contract)	\$78,600
IT/IS infrastructure and Implementation	\$294,339
Project Hardware	\$732,118
Total project Contingency (15%)	\$363,669
Total Costs	\$2,788,126

NicheRMS maintenance contract begins one-year after go-live. NicheRMS software maintenance is set at \$179,200 per year. Maintenance for LexisNexis will be \$39,300 per year. The total yearly maintenance will be \$218,500. This amount is comparable to the estimated \$204,196 that was budgeted for system maintenance in 2018.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the contracts with Niche, LexisNexis, and Winbourne, adopt the bonding resolution and authorize the necessary signatures.

Attachments: Agreement for Police RMS Implementation Service (Winbourne), City of Wichita Information Technology Agreement (NicheRMS), Bonding Resolution, Appendix E, LexisNexis Order 1 (DORS), Order 2 (LEAPS) & contract (MSA) and itemized cost breakdown.

CITY OF WICHITA

Information Technology Agreement

THIS Information Technology Agreement (“Agreement”) is made by and between the **City of Wichita**, hereinafter referred to as the “City” and **Niche Technology USA Limited**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, the Contractor is a provider of high technology products and services for which City Code Section 2.64.020(g) allows the Purchasing Manager to directly negotiate for services on a non-competitive basis, and

WHEREAS, the Contractor has represented that it is capable of implementing the system described in FP740024 Solicitation Niche Response 06-29-17 and the City has selected the Contractor as the offeror most advantageous to the City of Wichita; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- A. Acceptance shall mean the approval of all Deliverables by the City Project Manager or designated representative pursuant to the process specified in **Appendix C**.
- B. Anonymous Data shall mean data that is not Personal Data and is not Non-Public Data, or data that may contain fragments of information that would make it Personal Data or Non-Public Data but is organized in a manner that makes the extraction of coherent Personal Data or Non-Public Data very difficult, or is data that was Personal Data or Non-Public Data that has been cleansed to remove sensitive information to the satisfaction of the City.
- C. Change Request shall mean the document utilized to request changes or revisions in the Statement of Work.
- D. Chief Information Officer (CIO) shall mean the CIO of the City of Wichita or designated representative.
- E. Records Bureau / Division Commander shall mean the Records Bureau / Division Commander of the Wichita Police Department or designated representative.
- F. City Data shall mean all data created or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the City that has not been cleared for public release in accordance with applicable City statutes, regulations, and policies and is provided by or on behalf of the City to the Contractor or its subcontractor(s), whether such data or output is collected, developed, received, transmitted, used, or stored on the City’s hardware, the Contractor’s hardware or exists

in any system owned, maintained or otherwise controlled by the City or by the Contractor.

- G. City Identified Contact shall mean the person or persons designated in writing by the City to receive Security Incident or breach notification.
- H. Contractor shall mean the contractor and its employees, contractors, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- I. Contractor Data Libraries shall mean Information, which may or may not be publicly available, that is selected, gathered and assembled by the Contractor into compilations in various forms and formats for use with the system components of the licensed application.
- J. Data Breach shall mean the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the City's Personal Data or Non-Public Data.
- K. Data at Rest shall mean all data in storage. Data at Rest includes but is not limited to archived data, data which is not accessed or changed frequently, files stored on hard drives, USB thumb drives, files stored on backup tape and disks, and also files stored off-site or on a storage area network (SAN).
- L. Data in Transit shall mean data that is moving across public or "untrusted" networks such as the Internet, and data that is moving within the confines of private networks such as corporate Local Area Networks (LANs).
- M. Deliverable shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined in **Appendix B**.
- N. Emergency Support shall mean technical support provided by the Contractor for any problem or issue that is impacting the City's ability to conduct business and cannot wait until the next business day to resolve.
- O. Exfiltration shall mean any unauthorized release of data from within an Information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- P. Go-Live shall mean the event at which the Licensed Software is put into production use by the City.
- Q. Know How shall mean all technical Information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Contract Intellectual Property developed under this Agreement.

- R. Contract Intellectual Property shall mean any and all proprietary Information developed pursuant to the terms of this Agreement and specifically identified as a work for hire. Contract Intellectual Property specifically excludes Information, computer software and other intellectual property owned and/or developed by Niche Technology Inc. prior to this Agreement or during the term of this Agreement, whether to support the purpose of this Agreement or not, unless such Contractor developed intellectual property has been explicitly identified as Information that is to become the property of the City in the statement of work in **Appendix B**.
- S. Information shall mean any communicable knowledge or documentary material, regardless of its physical form or characteristics.
- T. Information System shall mean a set of Information resources organized for the collection, storage, processing, maintenance, use, sharing, dissemination, disposition, display, or transmission of Information.
- U. Non-Public Data shall mean data, other than Personal Data, that is not subject to distribution to the public as public Information. It is deemed to be sensitive and confidential by the City because it contains Information that is exempt by statute, ordinance or administrative rule from access by the general public as public Information.
- V. Payment Invoice shall mean a detailed, certified and written request for payment of services provided from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- W. Personal Data shall mean data that includes Information relating to a person that identifies the person by name and/or has any of the following personally identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account Information, including account number(s), credit or debit card numbers; or any other Information that is linked or linkable to an individual (e.g. date and place of birth, mother's maiden name, address Information such as street address or email address, or other medical, educational, financial, and employment Information).
- X. Project shall mean a process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, Deliverables, and a budget. The Project terminates successfully once the Project scope is achieved, the final Deliverable is received and it is approved by the City Project Manager. The Project terminates unsuccessfully based upon failure of performance under the terms of this Agreement, or upon City Project Manager direction, if termination is required for other reasons including, but not limited to, technical, legal, political, or financial

considerations. Under the terms of this Agreement the Project is defined within **Appendix B**.

- Y. Project Manager shall mean a qualified person from the City responsible for all aspects of the Project. Under the terms of this Agreement, the City Project Manager shall be **Stephen Clark** or designated representative.
- Z. Security Incident shall mean the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data within the possession or control of the Contractor that the Contractor believes could reasonably result in the use, disclosure or theft of a City's unencrypted Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.
- AA. Service Level Agreement (SLA) shall mean an agreement between the City and the Contractor that is subject to the terms and conditions of this Agreement which describes the IT service (people, processes, and technology) to be provided by the Contractor for the City related to the support and maintenance of the Licensed Software and specifies the goals, responsibilities and outcomes. The SLA is attached in **Appendix A**.
- BB. City RMS – Record Management Software (RMS) currently in use by the Wichita Police Department, Wichita, KS, is defined in the Request for Proposal (RFP) **FP740024**.
- CC. Licensed Software shall mean the NicheRMS software owned and licensed by the Contractor, together with any other software that is incorporated into NicheRMS and is critical for its functioning. For clarity, Licensed Software shall not include operating systems, database engines, productivity software or any other third-party software that is not incorporated into the NicheRMS software.
- DD. Statement of Work shall mean a detailed description of the specific services or tasks the Contractor is required to perform under this Agreement including the purpose, location of work, scope of work, period of performance, Deliverables applicable standards, acceptance criteria, and special requirements. An initial version of the Statement of Work is incorporated in **Appendix B** of this Agreement and will be replaced with the full Statement of Work as part of Phase 1 of this Project.
- EE. Subscription shall mean the annual renewal of technical support services, and/or maintenance support services of the Contractor's Licensed Software as specified in **Appendix A**.
- FF. Self-Hosted shall mean the capability of the City to use the Contractor's Licensed Software running on the City's client-server computing infrastructure. The City manages and controls the underlying infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the

possible exception of limited Contractor and/or user-specific application configuration settings.

GG. Remote Access shall mean access by the Contractor or its subcontractor(s) to the Licensed Software and the servers, workstations, networks and other infrastructure on which it runs from any of the Contractor's or subcontractor(s') offices via the Internet for the purposes defined in the SLA in **Appendix A** or to otherwise assist with any aspect of this Project, and shall always be subject to such personnel and technical security procedures and tools as specified by the City.

HH. FIPS Federal Information Processing Standards: Security standards.

II. Data Security shall be in compliance with the US National FBI Standards. FIPs 140-2, or the most recent FIPS compliance standards release.

JJ. Reference Data shall mean any and all data sets that are utilized for system operation and/or configuration, including but not limited to, State Statutes, Local Ordinances, Citation Fine Schedules, NTA Booking / Release Dates.

KK. Legacy Databases shall mean databases in existence prior to this Project that are to be converted for use in the Licensed Software.

2. Performance Measures.

The City requires performance-based standards to be established within contracting measures. In order to ensure that the interests of both the Contractor and City are conveyed, the following performance actions have been selected to represent significant markers within the project.

A. The first performance measure identified is the conversion of the Legacy Databases, specifically the data from City RMS, to be fully mapped and converted for use in the Licensed Software. If, within the agreed time the Contractor is unable to successfully convert data an alternate solution must be identified by the Contractor and agreed upon by the City.

B. The second performance measure identified is the successful development and implementation of interfaces between outside data systems and the Licensed Software. Other than those interfaces identified in the Contractor's proposal as being provided by the Contractor, the Statement of Work to be developed during Phase 1 will specify the responsibilities of the Contractor, the City and possibly other parties with respect to the development of each interface as well as a schedule for the completion of each interface.

- C. The third performance measure is the successful testing and implementation of electronic citations. This implementation will include parking citations, moving citations, environmental citations and uniform criminal complaint citations.
- D. The fourth performance measure identified is the complete testing and implementation of the RMS by the selected go-live date agreed to by both the City and Contractor. This testing will include a thorough review of all the functionality that the City requires prior to go-live, and that the City and Contractor have agreed is to be implemented prior to go-live.

If the Contractor fails to meet the performance-based standards identified in this section, the City may, at its discretion:

- A. Terminate the project.
- B. Delete the Deliverable(s) related to the performance measure that the Contractor failed from the Agreement and perform the work itself or engage a third party to do the work. In this case, the Contractor's fees shall be reduced by an amount equal to the cost of the third party's application.
- C. Agree to an adjusted schedule and specifications for the Deliverable(s) represented by the performance measure.

In no case shall the City be obligated to pay for any work that has not been completed satisfactorily.

3. **Compensation.**

- A. **Compensation Schedule.** The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in **Appendix C.**

Year 1: Implementation project: \$996k

Year 2: Warranty: \$0

Year 3: Maintenance: \$179,200

Year 4: Maintenance: \$179,200

Year 5: Maintenance: \$179,200

TOTAL: \$1,533,600

- B. **Payment.** The City shall pay to the Contractor for services satisfactorily performed based upon Deliverables, milestones, and budget, with such compensation not to

exceed \$1,533,600.00 US. This amount is a maximum and not a guarantee that the work assigned to Contractor to be performed under this Agreement shall equal the amount stated herein. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. If the total number of sworn officers being supported by the system under a current paid for license increases because of growth in the size of the agency using the system, additional license fees are payable at \$1400 per additional sworn officer. For administrative convenience, license fees shall be recalculated only if the number of sworn officer has changed by 50 or more compared to the number of licenses already purchased. A review of the number of licenses and the number of sworn officers is to be performed once per year when the Subscription is renewed.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. Payment shall be tendered to the Contractor within thirty (30) days of the latter of the date of written Certification of Acceptance and the date of the Payment Invoice submitted by the Contractor. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. All Payment Invoices MUST BE received by the City no later than fifteen (15) business days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Consumer Price Index (CPI). Agreement prices for Licensed Software, and/or service will remain firm through end of the Agreement Term pursuant to Paragraph 5.

Contractors must request price adjustments, in writing, 30 calendar days prior to the renewal or termination date of the Agreement. If a Contractor fails to request a price adjustment, no price adjustment request will be permitted until 30 calendar days prior to the next or following renewal or termination date of the Agreement. No retroactive Agreement price adjustments will be allowed.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, and Wichita MSA as defined by the Federal Government.

4. Acceptance of Deliverables.

- A. Testing and Acceptance. Within a reasonable time of receiving a Deliverable, the City shall perform Site Acceptance Testing on the Deliverable or otherwise evaluate the suitability and correctness of the Deliverable, as appropriate for the nature of the Deliverable. The City will assess the Deliverable and determine, at a minimum, that the Deliverable:

- 1) Complies with the Statement of Work as set forth in **Appendix B**;
- 2) Complies with the terms and conditions of the FP740024 Solicitation Niche Response 06-29-17;
- 3) Complies with the Deliverable requirements as set forth in **Appendix C**; and
- 4) Complies with all the requirements of this Agreement.
- 5) Is free from material defects and is fit for purpose

The City and the Contractor shall follow the testing and acceptance process described in Appendix C to evaluate the Deliverable. The City shall notify the Contractor of any deficiencies, which the Contractor shall correct within a reasonable period of time. This process shall be repeated until the City is satisfied that there are no material deficiencies in the Deliverable, at which time the City's Project Manager shall Accept the Deliverable in writing and authorize payment. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the City's Project Manager.

- B. **Rejection.** If the Contractor repeatedly fails the Test and Acceptance process, the City Project Manager may issue a notice of rejection. The Contractor will have fifteen (15) business days to provide a correction plan that shall include a timeline for action acceptable to the City Project Manager. If the Contractor and the City fail to agree on an acceptable correction plan or the Contractor fails to meet its commitments as stated in the correction plan, the City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.
- C. **Payment.** Upon Acceptance of agreed upon Deliverables as set forth in **Appendix C**, Contractor shall submit a Payment Invoice to the City Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in **Appendix C**.

5. **Agreement Term.**

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY ALL PARTIES. This Agreement shall terminate on the last day of the month that is three years after the start of the maintenance contract date, unless terminated pursuant to Paragraph 6.

6. **Termination.**

This Agreement may be terminated as follows:

- A. **General.** By either Party upon written notice to be delivered to the other party not less than sixty (60) calendar days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of state funds or due to the Appropriations paragraph herein.

B. Right to Cure.

- 1) As to the Contractor, the Notice of Termination shall include a description of the nonconformance or nonperformance by the Contractor. The Notice of Termination may include a period of fifteen (15) calendar days from date of Notice of Termination, for the Contractor to respond to the City to address the nonconformance or nonperformance of the Agreement that includes a Correction Plan and a Schedule for implementation of the Correction Plan. If the proposed Correction Plan and Schedule is acceptable to the City, the City shall notify the Contractor and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the Correction Plan and schedule are not met, the City shall re-issue the Notice of Termination.
- 2) As to the City, the Notice of Termination shall include a description of the nonconformance or nonperformance by the City. The Notice of Termination may include a period of fifteen (15) calendar days from date of Notice of Termination, for the City to respond to the Contractor to address the nonconformance or nonperformance of the Agreement that includes a Correction Plan and a Schedule for implementation of the Correction Plan. If the proposed Correction Plan and Schedule is acceptable to the Contractor, the Contractor shall notify the City and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the Correction Plan and schedule are not met, the Contractor shall re-issue the Notice of Termination.

- C. Appropriations. By the City, if required by changes in city, state or federal law, or because of court order, or because of insufficient appropriations for the performance of this Agreement, the City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subparagraph, the City shall provide the Contractor written notice of such termination at least ninety (90) calendar days prior to the effective date of the termination.

- D. Obligations and Waiver. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PARAGRAPH IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

7. Termination Management.

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
- 1) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest including any and all data, Know How, Contract Intellectual Property, inventions or property of the City;
 - 2) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
 - 3) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
 - 4) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
 - 5) Agree that the City is not liable for any costs arising out of termination and that the City is liable only for the costs of Deliverables Accepted prior to the termination of the Agreement;
 - 6) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
 - 7) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of government (federal, state, or local) program funds or grants, and the City has made the Contractor aware, by way of inclusion of that information in the mutually agreed Statement of Work, that the program funds or grants are dependent on the Contractor's work, the Contractor shall remit to the City the full amount of the reduction.
 - 8) Should this Agreement terminate due to the Contractor's default, the Contractor shall be paid for the work completed and Accepted to the date of the termination. Any remaining Agreement funds shall be used to procure a new Contractor. If the new Agreement to complete the work exceeds the funds remaining on the terminated Agreement, the Contractor agrees to reimburse the City for the

difference between the balance remaining on the terminated Agreement and the new Agreement.

- 9) IN NO EVENT SHALL THE CONTRACTOR BE OBLIGATED TO PAY AN AMOUNT THAT EXCEEDS THE AGGREGATE OF 150% OF THE FEES PAID UNDER THIS AGREEMENT AS STIPULATED IN PARAGRAPH 31.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

- 1) Retain ownership of all Contract Intellectual Property; and
- 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

8. Data Ownership.

The City shall own all right, title and interest in its data that is related to the services provided by this Agreement. The Contractor shall not access City user accounts or City data, except

- A. in the course of data center operations,
- B. in response to service or technical issues,
- C. as required by the express terms of this Agreement or
- D. at the City's written request.

9. Restrictions on Licensed Software Use.

The City shall use, and permit the use of, the Licensed Software only in accordance with the provisions of the Niche License Agreement attached hereto as **Appendix E**.

10. Data Protection – Self-Hosted.

The Contractor shall safeguard the confidentiality, integrity and availability of City Information to which the Contractor has access and comply with the following conditions:

- A. The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Licensed Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- B. All City Data obtained by the Contractor in the performance of this Agreement shall remain the property of the City.
- C. Unless otherwise stipulated, Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. The City shall be responsible for all encryption of Personal Data and Non-Public Data stored or transmitted on servers or

- other computers or networks under the City's control and the Contractor shall be responsible for all encryption of Personal Data and Non-Public Data stored or transmitted on servers or other computers or networks under the Contractor's control.
- D. At no time shall any data or processes — that either belong to or are intended for the use of the City or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.
 - E. The Contractor shall not use any Information collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

11. Breach Responsibilities.

This paragraph only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of the Contractor.

- A. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate City Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.
- B. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate City Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- C. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its Agreement obligation to encrypt Personal Data or Non-Public Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States defined in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all subject to this Agreement's limitation of liability.

12. Notification of Legal Requests.

The Contractor shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under this Agreement, or which in any way might reasonably require access to the data of the City. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.

13. Background Checks.

The Contractor shall conduct criminal background checks and not allow any staff, including subcontractors, to access City Data or City facilities who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the City's data and digital content among the Contractor's employees and agents.

14. Access to Security Logs and Reports.

The Contractor shall provide a means for the City to access security logs and reports. Reports shall include latency statistics, user access, user access IP address, API calls for the City's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all City Data and digital content related to this Agreement. The reports shall be sufficient to enable the City to perform security analysis, resource change tracking and compliance auditing.

15. Contract Audit.

The City may audit performance under this Agreement to ensure conformance to the Agreement terms. The City may perform this audit or contract with a third party at its discretion and at the City's expense.

16. Change Control and Advance Notice.

The Contractor shall give advance notice to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes, etc.) that may impact hardware/Licensed Software requirements, system or application service availability and performance or impact of services provided as part of this Agreement.

17. Security.

The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing — the City and the Contractor shall understand each other's roles and responsibilities.

18. Non-disclosure and Separation of Duties.

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City Data to that which is absolutely necessary to perform job duties.

19. Import and Export of Data.

The City shall have the ability to import or export City owned data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export data to/from other Contractors.

20. Subcontractor Disclosure.

The Contractor shall identify all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

7. Encryption of Data

A. Data at Rest.

The Contractor shall ensure encryption of Personal Data and Non-Public Data within the Contractor's possession or control is consistent with validated cryptography standards as referenced in Federal Information Processing Standard (FIPS) 140 Publication Series.

B. Data in Transit.

The Contractor shall ensure all Personal Data and Non-Public Data is encrypted when transmitted across networks that originate or terminate on equipment owned or controlled by the Contractor to protect against eavesdropping of network traffic by unauthorized users. In cases where source and target endpoint devices are within the same protected subnet, Personal Data and Non-Public Data transmission must still be encrypted due to the potential for high negative impact of a covered Data Breach. The types of transmission may include client-to-server, server-to-server communication, as well as any data transfer between core systems and third-party systems.

- 1) Where an endpoint device is reachable via web interface, web traffic must be transmitted over Secure Sockets Layer (SSL), using only strong security protocols, such as Transport Layer Security (TLS).
- 2) Non-web transmission of Personal Data and Non-Public Data should be encrypted via application level encryption.
- 3) Where the application database resides outside of the application server, the connection between the database and application should also be encrypted using

Federal Information Processing Standard (FIPS) compliant cryptographic algorithms referenced in FIPS Publication 197.

- 4) Where application level encryption is not available for non-web Personal Data and Non-Public Data traffic, network level encryption such as Internet Protocol Security (IPSec) or SSH tunneling shall be implemented.
- 5) Email is not secure and shall not be used to transmit Personal Data and Non-Public Data.

21. Indemnification.

Contractor shall save and hold the City harmless against all suits, claims, damages and losses for injuries to persons or property, and for other liability loss arising from or caused by negligent or intentional acts of the Contractor, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

22. Intellectual Property.

Contractor hereby acknowledges and grants to the City a non-exclusive, royalty free license to reproduce, publish, use, and copy the Contract Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

23. Intellectual Property Indemnification.

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

- 1) Give the Contractor reasonable written notice of its notification of any claim;
- 2) Allow the Contractor to control the defense and settlement of the claim; and
- 3) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) Replace or modify the product or service so that it becomes non-infringing; or
- 3) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

24. Warranties.

- A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during the implementation, or post-implementation phase.
- B. Software. The Contractor warrants that any Licensed Software or other products, including the licensed application, delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the Licensed Software or other products, including the licensed application, provided under this Agreement will meet the applicable specifications for twelve months after Acceptance by the City Project Manager and implementation by the City. If the Licensed Software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the Licensed Software or other products, including the licensed application, meets the applicable specifications.

25. Contractor Personnel.

- A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key Contractor personnel shall be:
 - Customer Support Director:
 - Alan Stauch
 - Negotiator:
 - Roland Schneider and/or Dr. Roger Thomas
 - Project Management:
 - Barb Jones (Contractor's primary project manager)
 - Jeanie Priebe (will assist when needed)

- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City in writing. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) calendar days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The Contractor's personnel attrition rate must stay below 5% for the duration of the contract. The City, in its sole discretion, may approve additional time beyond the ten (10) calendar days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.

The City shall have the right at any time to require that the Contractor remove from interaction with City any Contractor personnel who the City believes is detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not re-assign personnel to any aspect of this Agreement or future work orders without the City's consent.

26. Status of Contractor.

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

27. Change Management.

A. Changes. The Contractor and/or the City may request changes or revisions to the Statement of Work as defined in **Appendix B** in accordance with the “Change Request Process”, Paragraph 26. B. described herein.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Statement of Work as defined in **Appendix B**, a Change Request shall be submitted that includes the following:

The name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change.

C. Change Request Approval.

1) City. The City shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) business days of receipt of the Change Request.

2) Contractor. The Contractor shall provide a written decision on the Change Request to the City within a maximum of ten (10) business days of receipt of the Change Request.

The City’s Project Manager, upon a Change Request approval, shall formally amend the original Agreement. The Change Request shall then be bound by the Terms and Conditions of the original Agreement.

28. Professional Services Certification.

Contractor certifies that at the time of the issuance of this Agreement, the Contractor does not serve as an expert witness for any litigation against the City, and that it will not serve as an expert witness for any litigation against the City during the term of this Agreement.

29. Default/Breach.

In case of default and/or breach by the Contractor, the City may procure the goods or services from another source and the Contractor shall be responsible for providing to and assisting the new Contractor in transitioning any data in a form acceptable to both parties, leaving any hardware in a manner acceptable to the new Contractor and providing any other Information to the new Contractor to assist in these transition activities. Paragraph 7 sub-paragraph (A) (6) shall otherwise continue to apply to this paragraph.

30. Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement related to confidential Information will cause the City irrevocable harm and that a remedy

at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

31. Liability.

Contractor shall be liable for damages arising out of injury to persons, damage to real or personal property or other liability loss before or after Acceptance, delivery, installation and use of the equipment and/or Licensed Software, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the negligence of the Contractor affecting the equipment, Licensed Software, or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment and/or Licensed Software (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

- 1) EXCEPT FOR DAMAGES ARISING OUT OF (i) CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (ii) CONTRACTOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iii) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 22. INTELLECTUAL PROPERTY INDEMNIFICATION, BOTH PARTIES AGREE THAT CONTRACTOR'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE 150% OF THE COMPENSATION AMOUNT DESCRIBED IN THIS AGREEMENT FOR ANY LIABILITY ARISING UP TO AND ON THE GO LIVE DATE; CONTRACTOR'S OBLIGATION TO PAY FOR ANY LIABILITY ARISING AFTER THE GO LIVE DATE SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF SUPPORT FEES DESCRIBED AS THE CITY'S OBLIGATION FOR THE ANNUAL SUPPORT TO BE SUPPLIED BY CONTRACTOR UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM OF ANNUAL SUPPORT. UPON COMMENCEMENT OF THE FIRST MAINTENANCE PERIOD, CONTRACTOR'S LIABILITY FOR THE CITY'S LOSS OF REVENUE RELATING TO CONTRACTOR'S OBLIGATIONS IN THE CONTRACT SHALL NOT EXCEED THE AMOUNT OF SUPPORT FEES TO BE PAID DURING THE 12 MONTH MAINTENANCE PERIOD IN WHICH THE LOSS OCCURRS.

2) OTHER THAN THE CITY'S LOSS OF REVENUE PROVISION ABOVE, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES. SUBPARAGRAPHS 1) AND 2) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE.

32. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

33. Subcontracting.

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City, except that the Contractor may subcontract any work to its parent company, Niche Technology Inc. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

34. Confidentiality.

Any confidential information provided to the Contractor by the City or, developed by the Contractor based on Information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver to the City or destroy all confidential material in its possession within thirty (30) calendar days of such termination, except that confidential material may be retained in email archives and backups for the normal retention period of those archives and backups. Contractor acknowledges that failure to deliver or destroy such confidential Information to the City, except as noted for email and backups, will result in direct, special and incidental damages.

Any confidential information provided to the City by the Contractor or, developed by the City based on Information provided by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the City without the prior written approval of the Contractor. Upon termination of this Agreement, City shall deliver to the Contractor or destroy all confidential material in its possession within thirty (30) calendar days of such termination, except that confidential material may be retained in email archives and backups for the normal retention period of those archives and backups. City acknowledges that failure to

deliver or destroy such confidential Information to the Contractor, except as noted for email and backups, will result in direct, special and incidental damages.

Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

Records and Audit. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

35. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

36. Merger, Scope, Order of Precedence.

- A. **Severable.** The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. **Incorporated by Reference.** This Agreement incorporates all terms and conditions of the City's solicitation and the Contractor's response to such document(s).
- C. **Order of Precedence.** In case of conflict in language among the documents comprising this Agreement, the language in this Information Technology Agreement shall control, followed by, in descending order of priority,
 - a. City's Request for Proposal.
 - b. KCJIS Security Level Agreement, **Appendix D**
 - c. Niche License Agreement, **Appendix E**
 - d. Implementation Project Methodology / Statement of Work (SOW) **Appendix B**
 - e. Acceptance Criteria, Deliverables, and Payments Schedule **Appendix C**
 - f. Service Level Agreement (SLA) **Appendix A**
 - g. FP740024 Solicitation Niche Response 06-29-17.

37. Non-Discrimination.

The Contractor shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

38. Workers Compensation.

The Contractor agrees to comply with all federal, state, and city laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

39. Applicable Law and Venue.

This Agreement shall be subject to, governed by, and construed according to the laws of the City and the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Sedgwick County, Kansas.

40. Waiver.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

41. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, paragraphs and subparagraphs contained herein, refer only to provisions, paragraphs and subparagraphs of this Agreement unless otherwise expressly stated.

42. Survival.

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, Indemnification, Equitable Remedies, and Warranties shall survive the expiration or termination of this Agreement. The Licensed Software License and software escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

43. Calculation of Time.

Any time period herein calculated by reference to "days" means calendar days, unless specifically stated otherwise; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the City, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

44. Force Majeure.

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government

restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

45. Notices.

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by overnight carrier or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication or e-mail that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

To the City: City of Wichita
 Records Bureau/Division Commander
 455 N Main, 5th Floor
 Wichita, KS 67202

To the Contractor: Niche Technology USA Limited
 629 McDermot Av.
 Winnipeg, MB R3A 1P6
 Canada

Any change to the Notice individual or the address, shall be effective only in writing.

46. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding Agreement and that the Contractor agrees to be bound by the provisions thereof.

47. No Arbitration.

The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Agreement by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

48. Third Party Exclusion.

This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the required approval authorities below.

City of Wichita

Jeff Longwell, Mayor

Date: _____

Attest:

Karen Sublett, City Clerk

Date: _____

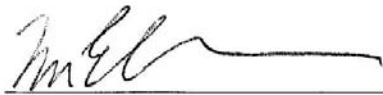
Approved as to form:

Jennifer Magana, City Attorney

Date: _____

Niche Technology USA Limited

Date: July 26, 2018



*Fiona Ellison Vice President, Project Management,
North America & Australasia, Niche Technology Inc.*

APPENDIX A

NicheRMS Service Level Agreement

This Service Level Agreement (“SLA”) is made by and between the City of Wichita, referred to as the “City” and Niche Technology USA Limited, referred to as the “Contractor” and collectively referred to as the “Parties” as outlined in the Information Technology Agreement.

Definitions – All definitions that are not specifically applicable to the Service Level Agreement (SLA) are defined in the City of Wichita Information Technology Agreement (“Agreement”).

The Acceptance of The Software and Service Level Agreement (SLA) shall outline information for, and between the City of Wichita, hereafter referred to as the “City” and Niche Technology, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

1. SERVICES COVERED WITHIN THIS CONTRACT

The Contractor will supply the following services to the extent required by the Agreement and during the term of the Agreement:

- A. Technical consultancy;
- B. Database analysis and diagnostics (via remote access);
- C. Fault diagnosis;
- D. Technical assistance and fault rectification (which shall include fault management with associated service levels and performance guarantees);
- E. Software maintenance support;
- F. Software updates

2. SUPPORT ORGANIZATION

- A. The Contractor shall maintain a group of personnel (the “Contractor’s Support Organization”) with sufficient skills to continue to maintain and support the Licensed Software for the duration of the Agreement to a sufficient level to ensure the Contractor meets the defined service levels of this SLA.
- B. The Contractor will provide a twenty-four hour support telephone number, a fax number and an email address for logging all requests for support from the City.
- C. The Contractor will ensure that the support telephone number is monitored at all times, including all public holidays, either by on-duty staff or via an automated paging system.
- D. All urgent requests for support (defined as Priority 1 and Priority 2 in the table below) are to be notified by the City to the Contractor’s support telephone number. All non-urgent requests (defined as Priority 3 and Priority 4 in the table below) may be notified by either email or telephone but must not use the twenty-four-hour emergency support process described below.
- E. The Contractor will allocate each call a unique reference number, which will be made available to the City and against which all information relevant to the call can be accessed.
- F. The Contractor will provide technical advice and support as necessary to resolve the City’s difficulties and queries in using the Licensed Software and to ensure the City uses the Licensed Software correctly and avoids problems. The City will ensure that only designated authorized City personnel contact the Contractor (e.g. trainers and support staff, etc., but not end users).

3. SERVICE LEVEL DEFINITIONS

The following service level definitions are used in the management of reported issues once they are logged by the Contractor’s Support Organization through to closure.

Priority	Category	Possible Problem Types
1	High	The system is not operational or one or more core business functions are not operational.
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.
3	Low	The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i>
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, <i>etc.</i>

4. ASSIGNMENT OF CALLS

Assigning of calls to categories will be the responsibility of the City, in discussion with the Contractor. Clearing of a call will require the City's agreement. Any call can be re-categorized by the City, in discussion with the Contractor, at any time.

5. TEMPORARY WORKAROUND

The provision of an acceptable temporary workaround that ameliorates the business effect of a problem will result in a lowering of the priority of a call. A workaround that essentially removes the negative business impact of a fault will reduce the category to Nuisance.

6. INITIAL RESPONSE

Initial response is the first communication (typically by telephone) from the Contractor in reply to a reported issue indicating its current status and action being taken. This response shall be considered an acknowledgement by the Contractor that the reported issue is being progressed and work is underway to resolve it. The initial response may be from the Contractor's Support Organization attempting to gather more detailed information or to provide a resolution remotely. The initial response must be to the City designee and the response must be acknowledged.

7. RESPONSE TIME

The response time is the elapsed time from when the call is logged to the Initial Response.

8. INITIAL RESOLUTION

An initial resolution means that a temporary course of action or outcome of the reported issue has been agreed, which may be a workaround or temporary fix until a permanent solution can be provided. This may be no more than a remedial measure to lessen the severity of the problem and provide more time to investigate and devise a permanent resolution. Where the agreed solution is a temporary work around, an action plan to provide a full solution will be agreed by both parties.

9. RESOLUTION

Resolution means that a permanent course of action or outcome of the reported issue has been agreed. The resolution time is the elapsed time from when the call is logged to when a resolution is achieved and the call is closed. Resolution will occur when one or more of the following are agreed:

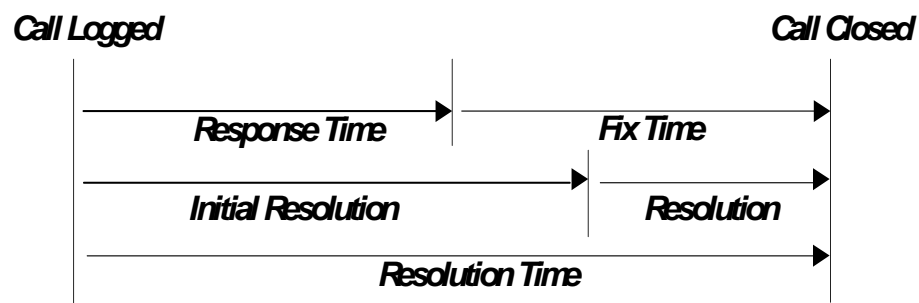
- A. Reported failure corrected or fixed
- B. Additional education, explanation or information provided
- C. Technical enquiry answered
- D. A mutually agreed alternative or permanent work around provided
- E. Issue referred back to City or others for resolution
- F. Issue requires submission as a Change Control Notice
- G. Enhancement to network or other equipment required. This will be identified by the Agency Service Desk and directed to the relevant parties.
- H. Issue identified as a defect in City equipment or software. This will be identified by the Agency Service Desk and directed to the relevant parties for resolution

10. CLOSURE

Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.

11. RESOLUTION TIME

Call resolution time and other times are as defined by the following diagram:



12. AUTOMATIC CLOSURE OF INACTIVE CALLS

Calls that are awaiting additional information from the City for more than thirty (30) days and where there is no activity shall automatically be assigned the status of closed.

13. PROVISION OF REMOTE SOFTWARE MANAGEMENT, MONITORING AND SUPPORT FACILITIES AND DIAGNOSTIC LOGS

- A. The Contractor will gain access to the computer hardware, software and network running the Licensed Software (the "System") for the purpose of monitoring and diagnosis via remote access using an Internet-based VPN solution.

- B. The City is responsible for providing and maintaining this remote access facility.
- C. The Contractor will access the System remotely only when requested by the City.
- D. The Contractor will apply appropriate security arrangements, as agreed with the City, in relation to remote access to the System and the City's network and other software and data.
- E. The City shall provide the Contractor access to all information required by the Contractor to diagnose problems, including but not limited to diagnostic and performance logs produced by the System.
- F. When required by the Contractor, diagnostic and performance logs shall be transferred to the Contractor's office for processing and analysis.
- G. The Contractor and the City shall agree on a secure process for the collection and transfer of these logs to the Contractor. All logs and other data transferred to the Contractor must be encrypted by the Customer using mutually agreed software tools and processes.
- H. Providing the Contractor with access to the logs and other required information is a time-critical responsibility of the City. Any delays in providing the logs or other information to the Contractor will result in increased system downtime and increased resolution times that the Contractor shall not be held responsible for.
- I. If the City's security or other restrictions prevent transfer of the diagnostic logs and other required information to the Contractor's office, the City shall provide the Contractor with a remotely accessible computer of sufficient capacity at the City's site on which the Contractor can install and execute any tools required to analyze the diagnostic logs. Such tools shall be subject to examination and approval by the City prior to being installed.
- J. The City acknowledges that remote analysis of the diagnostic logs and other information is a less efficient process than analysis at the Contractor's office and that initial resolution targets are adjusted accordingly.
- K. The City further acknowledges that remote access to diagnostic logs can be affected by failure of the Internet and that the above clause above applies in this case.

14. FAULT REPORTING

- A. The City shall first attempt to resolve any problem relating to the Licensed Software by referring to the Contractor-provided documentation. The City shall report to the Contractor any discrepancies between the Licensed Software and the documentation.
- B. The Contractor shall provide support twenty-four hours per day, every day, including weekends and all holidays.
- C. If outside the normal office hours, emergency support shall be available by contacting the Contractor's service desk who will provide a response within thirty (30) minutes.
- D. High or medium priority issues shall be reported in a telephone call, text message, and email to the Contractor's Support Organization using the procedure described in the most recent version of the Niche document *Production Server Setup and Operation*, available on the Niche Technology Inc. FTP or SharePoint site. The contact information part of the document may be distributed via email from time to time if it has been changed.

- E. Low or nuisance priority issues shall be reported by email to the following address:
support@NicheRMS.com.
- F. Reports shall contain the information as described in *Production Server Setup and Operation* for high and medium priority issues
- G. Low or nuisance priority issues will not receive an immediate response outside core Niche Technology Inc. business hours of 8:30 to 17:30 Monday to Friday central Canadian time (GMT-6 plus adjustment for summer/daylight time). The high/medium priority support voicemail is not to be used to log low or nuisance issues.

15. CALL PROCESSING

- A. The Contractor's Support Organization is the focal point for logging and monitoring the progress of reported issues through to resolution. The ownership of a reported issue and the responsibility for keeping the City informed will remain with the Contractor's Support Organization throughout the life cycle of the issue.
- B. In the event of a fault being identified by the Contractor as being caused by an aspect of the City's infrastructure then the Contractor will as soon as reasonably possible inform the City of this in order to gain agreement with the City that the Contractor's assistance will be on a "best endeavors" basis and the resolution and availability targets. Failure to meet response/resolution targets and failure to meet availability targets will not apply.
- C. In the initial telephone call the Contractor's representative shall determine, with assistance from the City, whether the reported issue is a fault call or a technical support call requiring technical assistance.
- D. The Contractor Support Organization will provide the caller with the following information on termination of the initial telephone call:
 - i. The unique call reference number (to be used in any further communication about the fault, problem or enquiry);
 - ii. Details of what will happen next; and
 - iii. Details of further information or action required from the City

16. INITIAL RESOLUTION TARGETS

The following targets apply to fault calls, not technical assistance calls:

- A. The Contractor will monitor and proactively progress calls against the following targets. All calls that do not meet the following targets within the specified times will be automatically escalated up the Contractor's management structure.

B. Service Levels: (From the time the call is logged):

Priority	Initial Response	Initial resolution
Priority 1 – High	30 minutes	Six (6) hours unless otherwise agreed by the City if diagnostic logs can be processed at the Niche office in Winnipeg, twelve (12) hours if diagnostic logs can be processed remotely at the City site, best effort if there is no access to diagnostic logs.
Priority 2 – Medium	30 minutes	One (1) day unless otherwise agreed by the City if diagnostic logs can be processed at the Niche office in Winnipeg, two (2) days if diagnostic logs can be processed remotely at the City site, best effort if there is no access to diagnostic logs.
Priority 3 – Low	Next business day	Best effort practical
Priority 4 – Nuisance	Next business day	Future Release

- C. In the event of service not being restored for a fault category within the specified time-scale to the satisfaction of the City, the Contractor will be liable to a service credit.
- D. The City acknowledges that there are some problems, particularly ones of an intermittent nature that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. The Contractor agrees to diagnose and fix these problems on a best effort basis. Initial resolution targets and associated service credits do not apply to this type of problem.
- E. The Contractor will agree with the City the means by which service is restored. Typically, this will be by a mutually agreed work-around, a correction to data or the issuing of a software patch.
- F. The Contractor will not develop an urgent software patch or other fix to meet an immediate requirement unless the City first agrees to implement the fix.
- G. Under normal circumstances, resolution times other than those in the table above will be agreed. In particular, the time allocated for the provision of a software patch will be determined by the City's ability or willingness to install that patch in a particular period of time.
- H. All faults must be evaluated and resolved in terms of their business impact relative to other work (enhancements or other changes) requested by the City and assigned a priority relative to that other work. This acknowledges the fact that the provision of an enhancement or other change is often more important than the provision of a permanent fix for a fault that has a suitable workaround. This is particularly true of "Low" or "Nuisance" priority faults.
- I. Unless otherwise agreed, the Contractor commits to working continuously to resolve High and Medium priority problems.

17. SOFTWARE CHANGES

In the event of a fault being identified within the Licensed Software that must be fixed by a software change, the process of delivering a solution will be as follows:

- A. In the event of the software change being required in order to achieve Resolution as part of the Contractor's support service, this will be provided in the form of a patch as soon as possible in order to meet the defined service levels.
- B. In all other circumstances, the Contractor and the City will jointly assess the priority for providing the software change to the City based on aspects such as the nature and scope of the fault, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software release. The Contractor and the City may agree that either an emergency patch or an additional release is required to fix the problem.
- C. Unless otherwise agreed by the Contractor and the City, fixes will be included in a future release of the Licensed Software.
- D. The Contractor will within a reasonable time provide the City with a full set of documentation detailing the nature and impact of the change for every code delivery, whether for a single patch or full version release.

18. SYSTEM AVAILABILITY

System availability is defined as the fraction of the time that the major business-critical functions of the System are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Licensed Software, or patches to the Licensed Software, operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime. The following calculation will be used:

$$A = (Tp - Ts - Tu) / (Tp - Ts) \times 100\%$$

Where

A is the availability of the system (expressed as a percentage)

Tp is the total amount of time in the measurement period

Ts is the total scheduled downtime in the measurement period

Tu is the total unscheduled downtime in the measurement period (i.e. Priority 1 problem)

For example, if, in a thirty-day month (720 hours), the system had two hours of scheduled downtime and three hours of unscheduled downtime, the availability would be calculated as:

$$A = (720 - 2 - 3) / (720 - 2) = 99.58\%$$

The contractual target for system availability is 99.5%.

19. DELAYS AND EXACERBATION OF PROBLEMS

- A. Any delays in diagnosing and fixing a problem that rest with the City or that are beyond either party's control are not to be counted in the calculation of the resolution time or period of system unavailability that the Contractor is responsible for. These delays include:
 - i. Any time before the City first notifies the Contractor of the problem where such delays are not the fault of the Contractor.

- ii. Any time after notification during which the Contractor is unable to contact the appropriate City personnel who logged the problem or are handling the problem where such delays are not the fault of the Contractor.
 - iii. Any time spent waiting for the enabling or repair of remote access or remote diagnostic log analysis facilities at the City site, where such delays are not the fault of the Contractor.
 - iv. Any time spent waiting for any requested logs or other debugging information or test results to be provided, where performance of such tests and/or delivery of logs or results are unreasonably delayed by City personnel.
 - v. Any unreasonable delays whilst waiting for City personnel to install a successful fix or workaround supplied by the Contractor.
 - vi. Failure of the City to properly perform emergency operating procedures or problem diagnosis procedures as specified by the Contractor, where the City has agreed to properly perform such procedures following the occurrence of a particular fault or problem. The City's agreement to perform such procedures shall not be unreasonably withheld.
 - vii. Failure of the City to provide a complete and accurate description of the problem including any error messages generated by the system, circumstances or user actions generating the problem, error and audit logs, or other information required by the Contractor to fully understand and reproduce the problem.
- B. It is expected that the restoration of service is of the highest priority for both the City and the Contractor, and that both parties will work continuously to resolve the problem. Therefore, any delays created by City personnel due to lack of access to the required facilities, either in person or remotely, difficulties in contacting City personnel during problem diagnosis or resolution, failures by City personnel to adequately resource the problem resolution process, or delays incurred by City's personnel who lack appropriate knowledge or training in the application, database, operating system or network operation, shall not be counted in the calculation of resolution time or system unavailability that the Contractor is responsible for.
- C. Any time spent by City personnel to perform a test, transfer a file, install a patch, or perform any other procedure during problem diagnosis and resolution that exceeds the time required to execute the required commands and transfer the appropriate data shall be considered an "unreasonable" delay and shall not be counted in the calculation of resolution time or system unavailability that the Contractor is responsible for.
- D. Any delays imposed by City procedures, including security procedures, that require the processing or vetting of logs or other data prior to transfer to or from the Contractor, shall not be counted in the calculation of resolution time or system unavailability that the Contractor is responsible for.
- E. System unavailability that is exacerbated by the City's system operating procedures, including but not limited to failure to configure services to automatically restart, failure to monitor system status, availability and performance, failure to properly apply password changes to services, and failure to promptly notify the Contractor when assistance is required to restore system operation, and other similar actions shall not be counted in the calculation of system unavailability that the Contractor is responsible for.

- F. System unavailability that is due to failures or incorrect configuration of network, hardware, operating system or third-party software shall not be counted in the calculation of system unavailability that the Contractor is responsible for.
- G. System unavailability that is due to changes in system configuration, the implementation of new external system interfaces or changed in usage patterns made by the City without proper understanding and testing of the implications of such changes shall not be counted in the calculation of system unavailability that the Contractor is responsible for.
- H. The City is responsible for tracking and documenting system availability statistics for the purpose of claiming service credits and shall provide the Contractor with an update of the tracked system availability statistics whenever a failure occurs.
- I. Unless otherwise agreed, the City must report every instance of High and Medium priority faults, including transient ones, to the Contractor immediately. Low priority and intermittent anomalous behavior must be reported using the normal Low priority reporting procedure. The reason for this requirement is that these faults may indicate the existence of a more serious underlying problem that may manifest itself as a system failure (High priority problem) at some point in the future. Failure by the City to adhere to this requirement shall relieve the Contractor from payment of service credits that would otherwise result from a system failure or failures resulting from a root cause determined to have been related to any unreported failures or anomalies. Once the problem has been corrected standard system availability requirements will again be in effect.

20. SOFTWARE MAINTENANCE

- A. There will be two types of software change provided by the Contractor:
 - i. A Patch: a software update issued to resolve a fault, including all security flaws or exploits. This will be provided to the City within the specified service response time.
 - ii. A Release: a new version of the Licensed Software provided and installed on an arranged schedule.
- B. All Patches and Releases will be implemented only with the prior agreement of the City. The City reserves the right to decide when to implement a Patch or a Release.
- C. The method of delivering a Patch or Release will be agreed between the Contractor and the City.
- D. A Release will be one or more of the following:
 - i. A grouping of Patches implemented as a Release for efficiency purposes.
 - ii. An improved or updated version of the Licensed Software. A Release will include all issued Patches, or equivalent fixes, since the previous Release, unless a new Patch is required after the City's testing of a Release has started.
- E. Prior to implementation, the Contractor is to provide the City with a description of any adverse effects of, and advice on the implementation of, each Patch or Release.
- F. The Contractor will perform comprehensive Factory Testing on all Releases prior to issuing them to the City.
- G. The Contractor will provide the City with sufficient assistance, support and advice to enable the City to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.

- H. In the event of the City deciding to delay the implementation of a Patch or Release that has been issued by the Contractor, then the Contractor will not be responsible for any faults or loss of availability that would have been prevented by the implementation of the Patch or Release.
- I. The Contractor will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the City or remote installation of the software.

21. APPLICATION SOFTWARE RELEASES

- A. The Contractor will notify the City of any improved or updated versions of the Licensed Software, which the Contractor will from time to time make. Together with this notification, the Contractor will provide the City with an explanation of the nature, adverse effects, any cost implications and an implementation plan of such a Release. Such explanation will be sufficient to enable the City to judge whether the new Release will be appropriate to the City's requirements.
- B. The Contractor will continue to provide bug fix support for at least the current and one agreed previous Release of the Licensed Software.

22. EVALUATION OF A RELEASE

Should the City wish to evaluate a new Release, then the City will notify the Contractor in writing accordingly. Upon receipt of such notification, the Contractor will deliver to the City as soon as reasonably practicable the new Release in machine-readable form, together with:

- A. Any amendments to the Licensed Software documentation and operational procedure documentation that shall be necessary to describe and enable proper installation and use of the improved facilities and functions of the new Release.
- B. Any training implications together with updates to any supplied training material.

23. SOFTWARE ENHANCEMENTS

The City may from time to time request the Contractor to carry out changes or enhancements to the Licensed Software. The Contractor will, if the change is practicable, advise the City on the:

- A. Nature of the improvements including any adverse effects that the enhancements may be expected to have, including in particular any expected degradation in performance. This should contain sufficient information to enable the City to judge whether the enhancement will meet the City's requirements.
- B. An explanation of any likely adverse effects to the Software changes.
- C. Training implications and any cost implications.
- D. Implications of a proposed enhancement on this SLA, including maintenance charge.
- E. The number of days following placing of an order before a proposed enhancement could be delivered.
- F. Should the City wish to go ahead with the change/enhancement, the City will inform the Contractor in writing. On receipt of such notification, the Contractor will prepare the software changes required to fulfil the change as soon as is reasonably practical.

- G. The Contractor will perform comprehensive Factory Testing on the change/enhancement prior to issuing the changes as a Release to the City.
- H. Upon request from the City or as agreed by the National User Group, the Contractor shall from time to time make such modifications to the Licensed Software in order to ensure that the Licensed Software conforms to any change of legislation or new legal requirements that affect the application of any function or facility within the Licensed Software. The Contractor shall implement the modifications to the Licensed Software either as a Patch or as a new Release as soon as reasonably practicable thereafter.
- I. The Contractor shall provide such other configuration and enhancements to the Licensed Software as may be agreed with the City
- J. The Contractor may, at its own discretion, limit the scope or nature of any configurations or enhancements to the Licensed Software, requested by the City, if the Contractor, acting reasonably, deems that such configurations or enhancements fall outside the scope of the Commercial Off-The-Shelf NicheRMS product. Where the Contractor uses this discretion, the City and Contractor will strive to find a mutually agreed way forward that is satisfactory for both parties.
- K. The Contractor reserves the right to postpone the implementation of any configuration or enhancement if:
 - i. The Contractor determines that more analysis is required to adequately describe the requested configuration or enhancement, in which case the Contractor and the City will jointly perform the required analysis, until, in the opinion of the Contractor's Project Manager in consultation with the City's Project Manager, it adequately describes the requested configuration or enhancement; or
 - ii. The Contractor determines that the requested configuration or enhancement is better implemented as part of a future version of the product, except where the configuration or enhancement has been requested in response to a change in legislation. The City's use of the product shall not be inhibited in such circumstances where there is a delay in implementing a configuration or enhancement.

24. FAILURE TO MEET RESPONSE/RESOLUTION TARGETS

- A. In the event of service not being restored within the target time specified, and no extension to the contracted target time has been proposed by the Contractor and agreed by the City, for every additional 8 hours which passes at the end of which service has still not been restored for faults associated with Licensed Software, the following amounts will be credited:

Category	Service Credit *% of monthly maintenance charge
High	2%
Medium	1%
Low	Nil
Nuisance	Nil

- B. The percentage amount will be calculated as the percentage of the agreed charges for support defined in Appendix C.
- C. If a software fault is part of, or included in, a related group of faults, the credit will apply to the group as though it were a single fault. In such cases, target times for the group will be based on the earliest reported fault within the group.

25. FAILURE TO MEET AVAILABILITY TARGET

- A. Service performance regime for loss of availability:

% Monthly System Availability	Service Credit % of monthly support charge*
Less than 99.5%	5% Credit
Less than 99.15%	10% Credit
Less than 98.65%	20% Credit
Less than 98.15%	40% Credit

- B. The percentage amount will be calculated as the percentage of the agreed charges for support defined in Appendix C.
- C. Average system availability of less than 95% in any calendar month, where failure to take appropriate action by City's personnel has not contributed to such loss of availability, and, in particular, the City has taken all such appropriate and relevant action to provide the Contractor with such information as would have prevented or reduced the loss of availability, then such loss of availability shall constitute a material breach giving rise to City's right to terminate the SLA and/or to claim damages for breach of contract, which damages may include all City's costs of instituting work-arounds for such a level of system non-availability.
- D. Total service credits incurred in any one month shall not exceed 50% of the total monthly support charge for the said month.

26. CONDITIONS IMPOSED ON DELIVERED SERVICES

- A. The Contractor will perform all services requested in accordance with its own quality standards.
- B. The Contractor will ensure the performance of all sub-contracted services if relevant in accordance with this same quality standard.
- C. The Contractor will ensure at all times during the performance of the above services, that professional resources applied in the delivery of the SLA are covered by insurance as is required.
- D. The Contractor will only discharge resources to the City's premises that have been vetted in accordance with the procedures adopted by the City.
- E. The Contractor's staff will wear the identification badges provided to them by the City at all times whilst on the City's premises.
- F. The Contractor shall assume responsibility for making good any damage caused to City property by members of the team under its control.
- G. The Contractor will ensure that none of its staff, or that of any sub-Contractor, will arrive at any City premises without prior notification.

- H. The Contractor will agree to work in co-operation with any other supplier to the City where such co-operation is required for the successful delivery of a fully operational NicheRMS system.
- I. The City has the right to review and approve in writing replacement Contractor personnel prior to their being assigned to the project.

27. City's RESPONSIBILITIES

- A. The City shall discharge in a timely manner all of the obligations which are the responsibility of the City in terms of this SLA.
- B. The City shall comply with all reasonable requests made by the Contractor for information which is necessary for the Contractor to fulfil its obligations under this SLA.
- C. The City will ensure that none of its staff will arrive at the Contractor's premises without prior notification.
- D. The City shall provide the Contractor's staff, when on site, with the following facilities at its City Building in Wichita, KS.
 - i. One desk;
 - ii. A power supply;
 - iii. One telephone socket;
 - iv. Appropriate meeting facilities when required;
 - v. A parking space, for use by the Contractor's staff at the City Building in Wichita Kansas, although there may be occasions when this is not possible.

APPENDIX C

Acceptance Criteria Deliverables Payment Schedule

Acceptance Criteria

The Acceptance of The Software, Deliverables and Payment Schedule shall outline information for, and between the City of Wichita, hereafter referred to as the “City” and Niche Technology USA Limited, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

A. ACCEPTANCE OF THE SOFTWARE

1.1 The Contractor and City shall carry out Factory Acceptance and Site Acceptance Tests in compliance with this Schedule to confirm that each part of the Software is in accordance with the Specification and delivers the required functionality agreed between the Parties. The Contractor shall be responsible for undertaking Factory Acceptance Tests and the City shall be responsible for the completion of the Site Acceptance Tests.

1.2 Factory Acceptance Testing (FAT)

The Contractor shall undertake Factory Acceptance Testing (FAT) of the Software prior to the release of the Software to the City. It will include testing of the following:

- 1.2.1 Software functionality testing to ensure the Software is free from functional errors;
- 1.2.2 Configuration and accessibility of legacy data loaded as part of any data conversion process;
- 1.2.3 Configuration of constrained vocabularies and other “reference data”;
- 1.2.4 Online help facilities;
- 1.2.5 Security and data control access configuration;
- 1.2.6 Audit logging and log enquires;
- 1.2.7 All software and database housekeeping procedures including start-up/shut-down, etc.;
- 1.2.8 Verify the address verification functions are functioning correctly.

1.3 Site Acceptance Testing (SAT)

1.3.1 The Contractor shall deliver the Licensed Software to the City for Site Acceptance Testing.

1.3.2 The Contractor shall be responsible for providing support to the City’s Site Acceptance Testing process. This shall include:

- 1.3.2.1 Providing advice and guidance to City’s staff carrying out technical and functionality testing (including interoperability of the Licensed Software with the City’s existing IT infrastructure, applications and software);
- 1.3.2.2 Advising on any questions or issues arising from the SAT process;
- 1.3.2.3 Remotely accessing the Licensed Software for the purpose of carrying out monitoring of City testing;
- 1.3.2.4 Providing diagnostic information.

- 1.3.3 The Contractor will be responsible for supporting the following City SAT testing to confirm that:
 - 1.3.3.1 All Hardware is correctly installed, configured and working;
 - 1.3.3.2 All Licensed Software is correctly installed, configured and working;
 - 1.3.3.3 All supplied network connections and components are correctly installed, configured and working;
 - 1.3.3.4 Remote access is correctly installed, configured, secure and working;
 - 1.3.3.5 Licensed Software fail-over and recovery is correctly configured and working;
 - 1.3.3.6 LEDS/NCIC/ RGIS Access facilities implemented by the City to integrate with the Licensed Software are configured and operate correctly;
 - 1.3.3.7 All Licensed Software and database housekeeping, monitoring, maintenance procedures, as defined in this Agreement, are working correctly, and the appropriate and correct documentation supplied to the City;
 - 1.3.3.8 The City's technical and support staff have been adequately trained and / or briefed to enable them to carry-out their responsibilities as defined in the Agreement;
- 1.4 The Contractor and the City shall collaborate jointly on the following Site Acceptance Testing of the Licensed Software performance to confirm:
 - 1.4.1 All interfaces to the City's infrastructure and applications are working;
 - 1.4.2 The ability to view data loaded as part of any data conversion process;
 - 1.4.3 The correct operation of the Licensed Software and required reference data and release upgrade process; and,
 - 1.4.4 All reference data is correctly loaded;
- 1.5 The Contractor shall advise on the minimum speed of the wide area network (WAN) necessary to run the Licensed Software. The City will be responsible for testing the performance of the City's network.
- 1.6 Test Plan
 - 1.6.1. The City will provide a high level test plan for Site Acceptance Testing. This test plan will include testing that covers not only the Licensed Software, but also any relevant interfaces and third party Software.
 - 1.6.2. The scope of testing will be agreed by both parties
 - 1.6.3. The test plan will be drafted by the City.
- 1.7 Test Scripts

- 1.7.1. The City shall prepare a series of test scripts that will enable key aspects of Licensed Software functionality to be tested, and to ensure that the Licensed Software operates in a manner that properly supports the business processes defined by the City.
- 1.7.2. The City may collaborate with other NicheRMS user agencies in the development of generic test scripts.
- 1.7.3. The Contractor shall provide guidance on the City's test scripts to ensure the Licensed Software is adequately tested prior to go-live.
- 1.8. Test Reporting
 - 1.8.1. The Contractor and the City shall agree a standardized format for fault reporting to the Contractor
 - 1.8.2. The City and Contractor shall review fault report logs by either telephone-conference call or by review on site by Contractor employee(s).
- 1.9 Test Personnel

The City shall:

 - 1.9.1 Provide personnel for Site Acceptance Testing;
 - 1.9.2 Ensure the testing personnel have an understanding of the Licensed Software functionality;
 - 1.9.3 Ensure the testing personnel have received training on the Licensed Software prior to testing, and
 - 1.9.4 Ensure the testing personnel are familiar with the functional requirements of the Licensed Software and with City procedures that the Licensed Software is to support.
- 1.10 Final Acceptance
 - 1.10.1 Within a reasonable time agreed between the parties of the Licensed Software being delivered to the City, the City shall test the Licensed Software. The Licensed Software will be accepted only at such time as the City shall determine that the Licensed Software is fully functional and to the satisfaction of the City (acting reasonably) and the Licensed Software is signed-off by the City Project Manager.
 - 1.10.2 The City may not use the Licensed Software in production (live) use until Final Acceptance has been completed.

Project Milestone Payment Schedule for NicheRMS Initial License

Milestone Payment	Percentage of Total License	Amount
Signing of Agreement by both Parties	0%	
Installation of un-configured system for the Wichita Police Department Project Team training	0%	
Delivery of Business Fit training for the Wichita Police Department Project Team – Course 1 or 2	0%	
Completion of Phase 1	20%	\$179,200
Completion, testing and approval of all interfaces (for Niche-developed interfaces) and APIs (for City-developed interfaces).	20%	\$179,200
Completion of Data Conversion(s)	10%	\$89,600
Citation and Uniform Criminal Complaint Citation configuration, testing and approval	10%	\$89,600
Go Live	30%	\$268,800
After 30 days live operation with no outstanding Priority level 1 or Priority level 2 faults	10%	\$89,600
TOTALS	100%	\$896,000

A. The license is \$896,000 based on 640 sworn officers at \$1,400/sworn officer.

B. The cost of Support is 20% of the license, being \$179,200 per annum.

- C. City and/or Contractor may request a review of the total number of sworn officers annually. If the number of sworn officers increases by more than 50 above the number of licenses previously purchased, additional licenses must be purchased at \$1400/officer. If the number of sworn officers increases by more than 50, then a corresponding increase in annual maintenance cost is payable. If the number of sworn officers decreases by more than 50, then a corresponding decrease in annual maintenance cost is payable.
- D. Support and maintenance is payable annually in advance commencing twelve (12) months after Go Live at the conclusion of the warranty period.
- E. Any interface development performed primarily by Contractor will be charged to City at \$1800/day and is due when the services have been completed unless a set price / price cap has been outlined in writing and agreed to by both Parties.
- F. Any interface development completed by the City with the assistance of Contractor will be at no additional expense to the City.
- G. Without incurring and additional cost or expense, City may develop additional interfaces on its own using the NicheRMS web services/API with technical consultancy from Contractor on the working of the web service API.
- H. Data conversion costs will not exceed \$50,000 per database. City has two (2) legacy Databases, both of which are EJustice.
- I. Upon completion and signed approval of data conversion(s) Contractor shall receive the total pre-approved cost of the data conversion(s) and the Data Conversion Milestone payment.
- J. Citation and Uniform Criminal Complaint Citation configuration, testing and approval includes: State Statutes, Local Ordinances, Fees and Fines Schedules, Notice to Appear Dates and Times, and the export / proper printing views and formats of data.
- K. Without incurring and additional cost or expense, City may undertake data conversion on its own, using technical consultancy from Contractor.
- L. Niche will provide four (4) admissions to the Niche User group conferences for City Staff at no expense to the City.

AGREEMENT FOR POLICE RMS IMPLEMENTATION SERVICES

THIS AGREEMENT, made and entered into this 28 day of June, 2018.

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation, hereinafter
referred to as

"CITY"

AND

Winbourne Consulting, LLC
hereinafter referred to as

"CONSULTANT"

WHEREAS, the **CITY** desires to obtain professional services for implementation of the Niche RMS system for police records, hereinafter referred to as the **"PROJECT"**, and

WHEREAS, the **CITY** is authorized by law to employ outside professional services in lieu of permanent staff for such purposes, and

WHEREAS, the **CONSULTANT** has submitted a BAFO proposal in response to the **CITY'S** Request for Proposal No. FP840001 – Project Management Services for the Police New Records Management System, offering to provide professional services to the **CITY** to complete the **PROJECT**, and has been interviewed among other firms, by the **CITY** Staff Screening and Selections Committee, and:

WHEREAS the **CONSULTANT** has demonstrated the knowledge and experience to undertake the **PROJECT** on behalf of the **CITY** and has been selected as the most beneficial to the **CITY**,

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto mutually agree as follows:

I. PURPOSE:

The **CITY** employs the **CONSULTANT** and the **CONSULTANT** agrees to undertake the **PROJECT** as hereinafter set forth.

II. SCOPE OF SERVICES:

The **CONSULTANT** shall provide to the **CITY** all the services specified in its BAFO response (BAFO) to Formal Proposal Number – FP840001 (RFP), which are incorporated herein by reference the same as if it were fully set forth. **CONSULTANT'S** BAFO is attached as Exhibit B. The proposal package, including all requirements, minimum deliverables, and expected responsibilities provided by the **CITY** as part of the proposal letting process shall be considered a part of this Agreement and incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this Agreement, followed by the **CONSULTANT'S** proposal, and then the **CITY'S** proposal package. The **CONSULTANT'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services under the same or similar circumstances and conditions.

III. THE CONSULTANT AGREES

- A. To provide the various technical and professional services to perform the following tasks as outlined in the **CONSULTANT'S** proposal response for the **PROJECT**:
 - 1. Accomplish the Minimum Deliverables of the RFP in the manner described by **CONSULTANT** on pages 4-7 of its BAFO.
 - 2. Accomplish the Selected Firm's Responsibilities of the RFP in the manner described by **CONSULTANT** on pages 20-25 of its BAFO.
 - 3. Perform the above enumerated tasks according to **CONSULTANT'S** Approach to the Project as described on pages 25-27 of its BAFO.
 - 4. Adhere to the cost table, milestones and schedule as described by **CONSULTANT** on pages 31-34 of its BAFO, with the following corrections: On page 32, milestone #2 should be at a cost of \$45,540. This reduction of \$3,820. flows through for a reduction in the same amount on page 33 to the Project totals, and the Project Total with estimated travel. Additionally, the projected timeline shown on pages 33-34 will need to slide to accommodate a delayed start date.
 - 5. Accomplish the above tasks through the staff identified by **CONSULTANT** on pages 36-47 of its BAFO, and with none other unless expressly approved by **CITY**.
- B. To attend meetings with the **CITY** and other individuals and agencies as specified in the **CONSULTANT'S** BAFO.
- C. To make available during regular office hours within a reasonable amount of time from the initial request, all work such as the **CITY** may wish to examine periodically during performance of this Agreement.
- D. To save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the **CONSULTANT**, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the **CONSULTANT** and, where relevant to method of payment, to make such material available to the **CITY** within a reasonable amount of time from the initial request.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **CITY'S** Affirmative Action Program as set forth in **Exhibit "A"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, expenses incurred and services rendered in connection with the tasks as outlined in the **CONSULTANT'S** BAFO.

- H. To complete the services to be performed by the **CONSULTANT** for the **PROJECT** in accordance with Article VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **CITY** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. The **CONSULTANT** further agrees, covenants and represents, that all designs, specifications, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions to the extent that is possible based on the accuracy of the data or information obtained from the **CITY** or other agencies.
- J. The **CONSULTANT** shall procure and maintain a Worker's Compensation and Employer's Liability Policy to cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall be not less than: Worker's Compensation – Statutory; Employer's Liability \$500,000 each occurrence.

Further, a commercial general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect the **CONSULTANT** against all claims arising from injuries to persons, property or other liability loss (other than the **CONSULTANT'S** employees) or damage to property of the **CITY** or others arising out of any negligent act or omission of the **CONSULTANT**, its agents, officers, employees or subconsultants in the performance of the professional services under this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death, property damage or other liability loss and shall name the **CITY** as additional insured. The policy shall also provide coverage for **CONSULTANT'S** contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the **CONSULTANT'S** existing policy. Satisfactory Certificates of Insurance shall be filed with the **CITY** before the time the **CONSULTANT** starts any work under this Agreement.

- K. To request, in writing no less than 30 days in advance, any change of key staff assigned to the **PROJECT** as designated in on pages 36-47 of **CONSULTANT'S** BAFO. Such request shall include the name(s) and contact information for the specific staff member(s) proposed to be assigned to the **PROJECT**, their proposed role in the **PROJECT**, and a detailed resume listing their individual work experience in this role on similar projects. The **CITY** reserves the right not to approve requested changes of staff assigned to the project, to negotiate with the **CONSULTANT** for changes suitable to the **CITY** to ensure equal performance the tasks as outlined in the **CONSULTANT'S** BAFO, or to terminate this contract pursuant to Article VII. The **CITY** shall not exercise these rights over personnel substitution unreasonably.

- L. The **CONSULTANT'S** designated Project Manager shall coordinate all aspects of this **PROJECT** through the **CITY'S** Project Manager. Any requests from other individuals or agencies, which would affect the **CONSULTANT'S** time or expense relative to this **PROJECT**, shall be approved by the **CITY** Project Manager.

IV. THE CITY AGREES:

- A. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files or under its control at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**. The **CONSULTANT** shall be entitled to rely on the accuracy and completeness of the information provided by the **CITY**.
- B. To provide standards as required for the **PROJECT**.
- C. To pay the **CONSULTANT** for services and reimbursable expenses (direct expenses) in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry where applicable, for **CONSULTANT'S** personnel in performing field studies and observations, and access - to include remote access to computer facilities as required to accomplish the **PROJECT** tasks in the manner set out in the BAFO.
- E. To advise the **CONSULTANT**, in writing, of the person designated as the Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **CITY** shall also advise the **CONSULTANT** of any changes in the person designated as the **CITY'S** Project Manager.
- F. To examine all studies, reports, specifications, proposals, work and other documents presented by the **CONSULTANT** in a timely fashion.
- G. To save and hold the **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the **CITY**, its agents, servants, employees, or contractors other than the **CONSULTANT** occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **CITY** agrees to pay the **CONSULTANT** for services for the **PROJECT** as specifically detailed on pages 31-33 of **CONSULTANT'S** BAFO. Invoices shall provide a detailed description of services provided sufficient for the **CITY** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses (direct expenses) shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The **CITY** reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the **CONSULTANT**. The **CITY**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees

to each component in deliverables and invoice fees provided that the total shall not exceed the total amount of fees as set forth in the **PROJECT**.

- B. Payments are payable to the **CONSULTANT** within thirty (30) days from the date of receipt of invoice unless the **CITY** informs the **CONSULTANT**, in writing, that the services described on the **CONSULTANT'S** invoice were not completed in a satisfactory manner. If any invoice for services the **CITY** is outstanding for more than forty-five (45) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **CITY** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **CITY**. The **CITY** shall reimburse the **CONSULTANT** for all costs incurred in the collection of unpaid **CITY** accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **CITY**, the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
 - 1. **CONSULTANT** or witness for the **CITY** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 - 2. Additional professional services not covered by the scope of this Agreement.
 - 3. A major change in the scope of services for the **PROJECT**.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- E. If services are rendered by the **CONSULTANT** for the **PROJECT** but the **CITY** elects not to complete the **PROJECT**, the **CONSULTANT** shall be compensated, in proportion to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in the mutually accepted work plan.

VI. TIME OF COMPLETION:

The **CONSULTANT** agrees to complete all Phases of this **PROJECT** as follows:

- A. Performance of all duties and tasks as outlined in the **CONSULTANT'S** BAFO within 12 calendar months from the date of approval of the Agreement. The **CITY** agrees to cooperate with the **CONSULTANT** in considering work submitted and to make necessary decisions promptly to facilitate completion of the **PROJECT** in the stipulated time, and the **CITY** agrees to furnish promptly to the **CONSULTANT** upon written request any approvals and instructions required to be given by the **CITY** to the **CONSULTANT** under the terms of this Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- A. Provided the **CONSULTANT** has been paid in full for services rendered, all work pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONSULTANT'S** services in accordance with this Agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the **CITY**. Provided, however, that the **CITY** shall hold the **CONSULTANT** harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the **CONSULTANT**. The **CONSULTANT** reserves the right to utilize all work pertaining to the **PROJECT** for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the **PROJECT**.
- B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **CITY**. The **CITY** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.
- C. It is further agreed that this Agreement shall be binding upon the parties hereto and their successors and assigns.
- D. Changes in **PROJECT** services, deliverables and timelines may be made within the approved not-to-exceed budget if agreed in writing between the project managers for the **City** and **Consultant**, without triggering the need for formal modification of this Agreement.
- E. The **CITY** reserves the right to terminate this Agreement, upon written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V (E). Payment Provisions.
- F. Neither the **CITY'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. Third Party Exclusion: This Agreement is intended solely for the benefit of **CITY** and **CONSULTANT** and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
- I. All approved sub-consultants retained to assist the **CONSULTANT** in performing its duties will be paid by the **CONSULTANT**.

- J. It is further agreed that this Agreement and any subsequent agreement related to this Agreement be governed by the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.
- K. The relationship of the **CONSULTANT** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY**.
- L. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the **CITY'S** obligations under this Agreement are to be construed in a manner that assures that the **CITY** is at all times not in violation of the Cash Basis Law or the Budget Law.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF WICHITA, KS

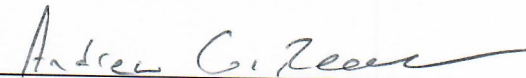
Karen Sublett, City Clerk

Jeff Longwell, Mayor

APPROVED AS TO FORM:

Winbourne Consulting, LLC

Jennifer Magana
City Attorney & Director of Law



Signature

Andrew Reece
Print Name

President
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

CONSULTANT'S BEST AND FINAL OFFER OF FEBRUARY 20, 2018

RESOLUTION NO. 18-287

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Equipment, software and related facilities for a Police Records Management System (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$2,800,000 in accordance with plans and specifications therefor approved by the Governing Body.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
And Director of Law

Appendix B

Statement of Work



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1 General Information

This section introduces the statement of work (SOW) for the delivery and implementation of NicheRMS software at the City of Wichita (hereinafter referred to as the City). It provides an overview of the NicheRMS software to be delivered, configuration and implementation efforts, and development requirements and effort. It also defines City responsibilities and the services to be performed by both Niche Technology USA Limited (hereinafter referred to as the Contractor) and the City.

1.1 Introduction

This SOW and its Appendices are part of the Agreement between the City and the Contractor, and should be read and understood in the context of that Agreement. The Agreement is governed by the contract document to which this SOW is an Attachment. In the event of a conflict between this SOW and the contract document the contract document will prevail unless specifically stated otherwise.

The Contractor must provide the Services as described in this SOW to the City, including any additional services that the Contractor has committed to providing during the contract term. The Services include all functions, tasks and responsibilities as accepted by the Contractor.

The Services described in this SOW cover all aspects of application delivery, development, maintenance and support for the commercial-off-the-shelf (COTS) NicheRMS application.

The Services described in this SOW are intended to be comprehensive, but are not all-inclusive, in describing particular activities, resources, or other details necessary for the proper performance of the Services.

Throughout this document, where references are made to equipment/hardware and applications supported, this is subject to the City's approval and compliance with the City's policies.

1.2 Statement of Work Objectives

This section describes specific objectives the City has set out to achieve through the provision of the in-scope application services.

The City's project objectives are as follows:

The RMS project is intended to transform the City's business, particularly in how the City collects, stores, and uses information. While each of the City's operational areas and command staff have varying expectations of what a modern records management system can and should do to improve their particular area, the following are overarching project objectives that the City expects to achieve:

- Enhance **officer safety and efficiency** by decreasing the time required to complete report writing, data collection, analysis, and other administrative work through the elimination of redundant, duplicative, and superfluous tasks;
- Enhance **public service** by improving the public's experience with the City, particularly when it comes to the timeliness and availability of information;

- Enhance **data accuracy and quality** by reducing or eliminating erroneous and duplicative data entry and providing improved quality controls; and
- Enhance the **operational value of information** by improving the timeliness and availability of relevant and actionable information available to all stakeholders resulting from better data collection, access, and controls.

To support these project objectives, the objectives of this SOW are as follows:

- Detail the delivery of the NicheRMS COTS software;
- Detail the configuration of the NicheRMS software to support the following business process areas and/or owners:
 - Patrol, including field interview, incident reporting, master-event management, and arrest
 - Traffic Accident Reporting, including citations
 - Property
 - Investigations and arrests
 - Data Quality management
 - Analytics and management reporting
- Plan for the delivery of professional services needing to implement the solution;
- Plan for the support of the Data conversion;
- Plan for the development of interfaces by Contractor
- Plan for Niche providing support to the City's Application Development and Support Division for development of their own interfaces;
- Plan for the delivery of training to the project team;
- Plan for production support, warranty and ongoing-maintenance;
- Determine how Niche will assist with business process analysis, design, documentation, testing and training document preparation.

1.3 In Scope Services

This section provides the general definitions of the included application services:

- **Application Configuration Services** – Configuring the NicheRMS COTS application to meet the requirements identified in the RFP Requirements Matrix and Niche Responses
- **Application Maintenance and Support Services** – Activities associated with providing ongoing NicheRMS production support (tier 3 support) and maintenance, and providing NicheRMS software upgrades.
- **Data conversion** – For the data conversion required by the City's two databases.
- **Interface development and support of interface development being performed by the City** - For the systems listed in this document [Appendix B SOW].

1.4 Out of Scope Services

This section provides the description of the services that are out of scope of this SOW. The out-of-scope services are provided as a shortlist but must reflect the actual excluded services.

Out of scope of the Application Services SOW are the activities related to:

- **Help Desk Services** — Activities required to perform User Support related to direct resolution of end-user questions and calls, call dispatch, tracking and tracing, call escalation, and self-help. These support activities are performed by the City.
- **Desktop Services** — Activities required to provide, maintain, secure and support the User hardware and software workplace environments (desktop, laptop, mobile device) to access, deploy and apply the in-scope application.
- **Data Center Services** — Activities required for providing, maintaining, securing, scheduling, backup, recovering and supporting the City's computing environments.
- **Network Services** — Activities required for providing, maintaining, securing, and supporting the wide-area network (WAN) connectivity for the City, all City locations' Local-Area Network (LAN) connectivity and City's IP telephony connectivity, including all connectivity hardware and software.
- **Professional Services** — Activities required for providing business and or IT consultancy, investigation, application evaluation and selection and rollout preparation of applications.
- **Any Hardware procurement and associated Operating System and Database licenses.**
- **Peripheral Hardware procurement.**
- **Peripheral hardware support.**

1.5 Non-Formalized Services Inclusion

This section references services that are not specifically included within this SOW. This may be because the detailed scope of a particular required interface, for example, is not known at this stage. This will also cover requirements, which, by their nature, cannot be known at this stage, e.g., an interface to a new system not procured currently by the City.

If such services are identified, the Contractor and City will discuss and agree on their respective roles and responsibilities for delivery of the services, in line with the principles already set out in this SOW vis-a-vis the division of responsibilities.

1.6 Retained Responsibilities

This section describes the application services responsibilities to be retained by the City. The establishment of the City's application strategy, architecture, policies, procedures, and standards will be retained responsibilities by the City and they are outside the scope of this SOW. These retained responsibilities include:

- City side project management

- Project risk management
- Application security requirements management
- Business process design and documentation
- Organizational change management
- Business functional demand analysis
- User acceptance testing execution
- Help desk support
- Services performance management
- End-User training
- Provision of City mapping/address validation content
- For interface development:
 - Provision of access to upstream or downstream systems or test systems for interface specification, development and testing;
 - Coordination with the upstream or downstream system provider
 - Facilitation and clarification of technical connection issues;
 - Provision of test data.

The City will ensure that all retained responsibilities will be fulfilled by certified City or Subcontractor personnel.

2 Service Environment

The following subsections and appendices further describe and scope the Application Services components to be supported and or complied with.

The Service Environment data and Appendices are to be maintained by the City.

2.1 Technical Architecture for the NicheRMS Application

The NicheRMS software supplied by the Contractor is installed on hardware procured, installed, configured, managed and supported by the City.

2.2 Work in Progress and Work Scheduled

The Contractor understands and accepts that the City has multiple Application Services-related initiatives in progress that are related to the scope of the Services as defined in this SOW, referred to as "Work-In-Progress."

The Contractor also understands and accepts that the City has multiple Application Services-related initiatives planned and approved to start during the term of this Agreement, in combination referred to as "Work Scheduled."

The Contractor accepts the responsibility to co-operate with the City and other vendors to ensure Work in Progress and Work Scheduled proceeds as planned.

2.3 Languages

The Contractor understands and accepts that in delivering the Services as defined in this SOW, it will interact with personnel from the City or the City's partners, subsidiaries, agents, or other Contractors, in combination referred to as "City Representatives."

To maximize the success of City Representatives interactions, the Contractor will be required to ensure capabilities for speaking, documenting and or programming purposes will be in the English language.

3 Application Services

Application Services comprise core services and supporting services. The core application services are: Application Development Services; Application Warranty Services; and Application Maintenance Services. In addition, it comprises supporting services: Release Packaging; Technical and End-User Support; and Monitoring, Reporting and Review Services. The main and supporting services are addressed in the following sections.

3.1 Application Configuration and Development Services

This section comprises all the service components that, when combined, make up the Application Configuration and Development services that the City will acquire from the Contractor. NicheRMS is a COTS product and the key service is to configure the existing product to meet the requirements of the City, supplemented by any agreed application development.

This process is described below, based upon the Contractor's standard project implementation methodology. Each of these phases may be repeated to support the City's implementation strategy. The full detail of each project phase is defined in the Project plan.

3.2 Table: NicheRMS Project Plan

Task Name	Description	Duration	Resources
PHASE I - PROJECT INITIATION AND PLANNING	<p>After contract signing, the Contractor and the City review the details of the project, and make clarifications where necessary. The two teams review, at a minimum:</p> <ul style="list-style-type: none"> (1) Contractor's proposal, (2) Contract deliverables/milestones, (3) Overall contract, (4) Project Plan, (5) Project team structure for both the City and Contractor, (6) Project administration, communication and reporting procedures, (7) Perform the kick-off meeting, <p>At this stage, the two teams review all requirements, and changes may be made to the milestone schedule, project team City, or to other contractual documents as negotiated. On-site time for the Niche project manager is negotiated at this stage as part of the overall project plan. There is also a technical review to ensure that the City and Contractor arrive at a mutual understanding of the proposed system and the items being supplied by both parties.</p>	Typical Duration: 45 days	City, Contractor

Task Name	Description	Duration	Resources
	The goal for both teams is to have a complete and detailed understanding of what needs to happen to ensure project success.		
PHASE II - KNOWLEDGE TRANSFER AND BUSINESS PROCESS ANALYSIS	<p>During this phase, the Contractor will help the City to install an initial version of the NicheRMS at a City site.</p> <p>The Contractor provides standard NicheRMS system documentation including installation, administration, and user guides. These are available on Niche's SharePoint Site.</p> <p>Niche provides onsite classroom training for the City project team, covering end-to-end NicheRMS functionality. Niche also provides technical training to support the configuration of the NicheRMS for the City.</p> <p>Once this training is complete, the team moves on to the review/analysis of their current and new business processes. (AS IS/TO BE)</p> <p>Every large systems project, such as the implementation of a new Records Management System, inevitably means that business processes will need to change.</p> <p>As part of Niche's standard project methodology, Niche supports the City project team in carrying out a complete review and analysis of their existing business processes.</p> <p>This phase is designed to allow the City to assess and document what the current and new business processes are, and make plans to smoothly transition to these new business processes.</p> <p>The City and the Contractor will meet to review any issues. This review will result in one or more of:</p> <ul style="list-style-type: none"> • Additional development requirements for NicheRMS being added to the SOW, via change request. If there is any additional cost, an amendment would be required. • Business process changes and policy changes within the City. • Configuration changes managed within the application by the City. 	Typical Duration: 9 months (runs parallel to all other subsequent phases).	City, Contractor
PHASE III - APPLICATION CONFIGURATION (CONCURRENT TO PHASE II)	Contractor configures the RMS application based on the results of the business process analysis performed in Phase II, using standard Niche configuration procedures. NicheRMS configuration typically includes:	Typical Duration: 9 months (runs parallel to all other	City, Contractor

Task Name	Description	Duration	Resources
	<ul style="list-style-type: none"> Defining pick-list options and terminology for windows, fields, labels, menus, buttons, error messages, etc. Defining business rules, ID number formats and other system defaults. Building end-user security roles based on City's specifications. Creating system name/branding/restricted use warnings. <p>There are many configurable options, some of which are configured by Niche in response to City requirements; others can be set up and maintained by the City. Niche can provide detailed information on configurable options on request.</p> <p>This phase continues with other software deliveries until the complete system is in place, as defined in the contract. This phase may remain open as additional pieces are put in place during the project.</p> <p>Typically, the application configuration is provided to the City in up to three iterations.</p> <p>Change requests during the project:</p> <ul style="list-style-type: none"> All work to be performed on the NicheRMS application is broken down into a series of tickets, each of which is assigned a unique reference number. The tickets range from small application improvements and bug fixes to large City-specific configuration changes and enhancements. The City prioritizes tickets based on their business impact, the City's scheduling requirements, and the availability of the most suitable Niche development staff for each job. <p>Change requests are typically delivered in 3 iterations for each phase of the implementation.</p> <p>The City identifies personnel to provide NicheRMS System administration functions. This includes configuring the NicheRMS system with the following items:</p> <ul style="list-style-type: none"> Organizational structure - Organizational structure is important in NicheRMS because it affects security (through ACLs) and Workflow/Tasks related to Supervisor 	subsequent phases).	

Task Name	Description	Duration	Resources
	<p>assignments, Unit membership, etc. Authorized users can use the NicheRMS Desktop app to add or remove users from units, create or delete units and configure unit hierarchy. Some customers also use an interface to automatically maintain the organizational structure based on output from an HR system.</p> <ul style="list-style-type: none"> • User management - Users can be added, removed and modified as required. • Security and Roles - Role definitions, standard ACL definitions and the assignments of users to the domains, roles, and data classifications (ACLs used in a particular way) can be changed as required. • Case file assembly templates - These are sets of document templates used to (1) define and organize the documents required for a particular type of court case, and (2) generate a set of court case documents based on reports already prepared in relation to an incident. • Form templates - Forms that can be filled with RMS data, printed and then stored. • Output reports - NicheRMS has 350+ standard output reports. City can create and add additional reports as needed. • Arrest offence/reason codes - Definitions of arrest offense/reason codes required for arrest reports. • Charges and charge wordings - Definitions of statutes and charges. • Standard code tables - Function for creating custom, agency-defined choice lists for text fields. • Standard incident types - Definitions of standard incident types for Incident records in the database. Definitions include incident type details, statistical codes and retention rules. • Property Storage locations- Storage locations recorded in NicheRMS represent physical locations where property items are stored. Administrators can create and maintain these storage locations in the system. As users tag and add property items to the NicheRMS 		

Task Name	Description	Duration	Resources
	<p>system, they can check them into and out of particular storage locations.</p> <ul style="list-style-type: none"> • NIBRS/UCR Statistical codes - Functionality for defining the stats classifications for Incident records. The options provided are specific to the legal and statistical reporting requirements required for each installation. • Task workflow - Functionality for defining and modifying task workflow templates to automate the workflow and generate tasks in areas where a specific sequence of tasks must be performed by a number of different people. • Business rules - Business rules define how the system interprets and validates the data being entered, e.g., mandatory fields and data validation rules. During product configuration and installation, Niche works with customers to develop and provide a complete set of business rules. Agency administrators can view and edit business rules from within NicheRMS. • Standard field help - Functionality for defining and modifying HTML field help that can be added to any field on any window in the application. • System parameters - System parameters are used to control application behavior and can be managed by the City. • Assistant - Interactive context-sensitive help information displayed for users. • Custom Searches - The City's administrators can configure custom searches to extend the native NicheRMS search function. As well, the City's administrators can create queries for extracting data from the database. <p>Other configurable functions that the City can manage include:</p> <ul style="list-style-type: none"> • Client .ini files (workstation configuration) • Audit log setup and loading • Full text searching • Property Inventory software • Peripheral hardware setup • Bulk document loader 		

Task Name	Description	Duration	Resources
	<ul style="list-style-type: none"> Niche Address Verification (NAV) Automatic update service and source files 		
Data Conversion	<p>Data conversion is also performed during this phase.</p> <p>The City assesses legacy data and discusses the available strategies for converting the data.</p> <p>A decision is made on the conversion strategy.</p> <p>The City provides desensitized data to Niche.</p> <p>Niche provides advice and possible scripts to assist. NOTE: The City is responsible for extracting data from existing system(s).</p> <p>The City and Niche map the legacy data to NicheRMS.</p> <p>Niche develops data conversion scripts.</p> <p>The scripts are run and the converted data is tested by the City.</p> <p>The scripts are adjusted to deal with issues found during testing.</p> <p>This is an iterative process that will typically take less than four rounds.</p>	Typical Duration: 6-9 months (runs parallel to all other subsequent phases).	City, Contractor
Interface Development	<p>The list of interfaces is defined in this document [Appendix B SOW]. Other interfaces can be added through change control process as identified and a decision made on whether City or Niche will develop them. If Niche is to develop further interfaces the cost is given in the RFP. The overall list of interfaces should be prioritized and developed using this priority. If there are interfaces missing from this list, when they are added the entire list will be re-prioritized and the schedule adjusted.</p> <p>For each interface to be developed by Niche, the following steps are completed:</p> <ul style="list-style-type: none"> Design the interface - the interface requirements are determined and documented. The mapping between the two systems is completed. The interface specification is written and signed off. Develop the interface - The City provides test data, access to a test system and facilitates access to the other system. Test and accept the interface - Niche delivers and installs the interface. The City tests the interface and documents any issues. This is an iterative process that may require multiple 	To be determined as part of Implementation Planning	City, Contractor

Task Name	Description	Duration	Resources
	<p>rounds. Once completed, the interface is accepted.</p> <p>For each interface to be developed by the City:</p> <ul style="list-style-type: none"> • The City follows its own internal software development process. • Niche works with the City's software developers to help ensure that the interface is designed in a way that will work properly with NicheRMS. • Niche provides APIs, documentation, sample code, Web and phone support, etc. to assist the City with its development. • When necessary, and to the extent mutually agreed, Niche enhances APIs and NicheRMS internal operations to support the City's interface development. • Niche makes configuration changes required to support the interface. • It is very important that the City consult with Niche about any interfaces that it is developing to ensure that the process is efficient and that the resulting software is compatible with NicheRMS. 		
PHASE IV HARDWARE CONFIGURATION	<ul style="list-style-type: none"> • Specification of production hardware • Procurement of hardware • Install operating system and database software • Install configured version 	To be determined as part of Implementation Planning	City
PHASE V - CUTOVER PREPARATION	<p>Niche and the City develop and finalize a cutover plan. This plan explains how the system will be placed into live operation. This plan must be mutually approved. Niche can recommend various approaches to implementation - the City must assess their own business needs and workflow, and select an implementation style that will work best for them.</p> <p>Release preparation takes place. This includes the documentation and communication of the changes, plans, and new policies and procedures.</p> <p>Testing of the release takes place. The Acceptance Test Plan (ATP), which defines the functional testing methodology for the project, is also created at this stage. It is important that the ATP be developed and exercised, and that the documented test results are accepted by the City</p>	Typical Duration: 5.5 months	City, Contractor

Task Name	Description	Duration	Resources
	<p>after a successful test. The recommended ATP uses a set of scenarios that cover major operational RMS functions. Other means of testing can be used, if appropriate and jointly agreed to by the City and Niche.</p> <p>Release preparation is undertaken to ready the agency for use of NicheRMS in production. The NicheRMS client application is rolled out to all workstations and all other technical preparations, such as disaster recovery, are completed.</p> <p>End-users are trained. Support levels are put in place and tested. The help desk is readied.</p> <p>A dry run is completed to identify and rectify any issues. The cutover plan is updated.</p>		
PHASE VI - CUTOVER	<p>These are the cutover steps. The steps here are high level. These steps will be fleshed out during the earlier steps of the project:</p> <ol style="list-style-type: none"> 1. Close legacy system and extract the data for conversion. 2. Run the data conversion process and load the data into the production environment. 3. Start and test all interfaces. 4. Activate the system. 5. Notify users to commence use of the NicheRMS. 	To be determined as part of Implementation Planning	City
PHASE VII - PROJECT WRAP-UP AND ONGOING SYSTEM SUPPORT	<p>Project wrap-up activities take place after acceptance and cutover. Typical activities:</p> <ul style="list-style-type: none"> • Resolving any system issues identified at the conclusion of acceptance testing and prior to cutover. • Resolving any outstanding invoices or credits associated with the project implementation. • Initiating warranty/maintenance. • Discussion and documentation of maintenance procedures. • Tier 3 calls for system support go to the Contractor technical support line, or to the on-call personnel, as appropriate. Niche is responsible for ensuring prompt resolution as outlined in the SLA. • The Contractor Project Manager reviews the subsequent system support procedures with the City. Contracted maintenance begins after the system goes into live operation. 	To be determined as part of Implementation Planning	City, Contractor

Task Name	Description	Duration	Resources
	With large systems, this may occur in a phased approach to better enable the City to manage the changes taking place. Maintenance begins for each portion as major portions of the contract go into service.		

4 Interface development

The table below lists the interfaces to be developed, configured and installed in this project. This is preliminary information that will be expanded during the first phase of the project. Most importantly, as uncertainty in the time required to develop interfaces is a significant project risk, interfaces must be ranked in order of priority to ensure that those critical for go-live are completed on time.

INTERFACE NAME	INTERFACE DESCRIPTION	WHO IS RESPONSIBLE
CMS	The City of Wichita Municipal Court Management System (CMS) - Municipal Court	WPD
Niche Accident / State	<p>Able to transmit required State accident data directly from NicheRMS in accordance with the Kansas State guidelines.</p> <p>State, ability to provide State form DC66 to Kansas City of Revenue (KDOR) electronically. This is a form associated with KLER (Accident Reporting.) KLER Interface should not actually be required but the functionality that comes from the KLER program which transmits accident data to the state will need to be included with the Niche Accident Reporting. --</p> <p>-This is being worked on for Johnson County and may already be complete.</p> <p>Johnson County Note: KDOT State [D66 submission] This will be part of the KLER state, and will be added after completion of the KLER state.</p>	<p>WPD</p> <p>This interface will be completed by and for Johnson County go-live 2018; and will be shared by Johnson County with WPD.</p> <p>If Niche needs to build this interface, cost would be 1,800 per day.</p> <p>Cost range: typically \$10,000 to \$50,000 per interface if Niche-built.</p> <p>Except for the interfaces provided in the site-license, Wichita technical staff and/or technical consultants will receive how-to support on building interfaces. We offer this technical support and knowledge transfer at <u>no additional cost</u>.</p>
Northrup Grumman - CAD	CAD reference API Functional requirements in Niche FP740024 Solicitation Niche Response Additional Functionality (appendix B) section 5. WPD is	Niche

	responsible for extracting data to be transferred to RMS from the CAD system.	
KIBRS - State KBI	Able to transmit required KIBRS/NIBRS data directly from Software in an accordance with the KIBRS, Niche FP740024 Solicitation Niche Response Additional Functionality appendix B section 6.292, and NIBRS, Niche FP740024 Solicitation Niche Response Additional Functionality appendix B section 6.232 guidelines.	Niche
KCJIS - DMV	Able to retrieve All State provided Driver's License information, including DL Photo, and All State provided Vehicle information, (reference including but not limited to 5.278).	Niche
NCIC	Ability to review and/or modify the existing Software NCIC query information.	Niche (incl Datamaxx)
Barcode scanning	Hardware purchased by WPD. NOTE: Niche must be consulted prior to purchasing scanning hardware as not all scanners can be configured to send the codes required by NicheRMS.	Niche - incorporated in the software
Electronic lineup pictures / mug shots	This is from the County Jail System. Wichita may possibly phase this in.	WPD
Tyler Court System - Federal Court	Federal Court - 18th District Court	WPD
Bair Analytics	Ability to review and/or modify the existing Software interface functionality information.	WPD - Already done at Springfield PD, MO

General notes on interfaces:

- 1) For interfaces developed by Niche, Niche will only use documented, approved methods to access external systems. The City must obtain any permission and source and pay for all tools, licenses, etc. required to interface to the external system in question. Niche will not analyze, reverse engineer, or access external systems through unapproved means.
- 2) Niche will assist City or third-party developers with any interface development free of charge. This

includes providing the Niche Interface Toolkit, which includes APIs, documentation, sample code and telephone/Web support to assist with the NicheRMS side of the interface.

- 3) It is very important that the City not embark on the development of an interface without first discussing the approach and available technical facilities in NicheRMS. There are many technical facilities in NicheRMS that can be leveraged when developing interfaces, and there are many ways to develop interfaces that will seriously impact the interactive performance of NicheRMS. Assistance from Niche is necessary for all but the most experienced developers.

5 Roles and Responsibilities

The Roles and Responsibilities of the City and Contractor have been set out in the sections above and in Tables 5.1 and 5.2 below.

5.1 Table: The Contractor

Resource	Description	Name
Niche Customer Support Manager	Acts as a high-level liaison between Contractor and the project's senior management. The main function is to ensure that any issues that require escalation are dealt with in a timely fashion. The Customer Support Manager maintains a long-term relationship with customers, both during and after the project, and also works with Niche User Groups and sub-groups. Second escalation point on the project.	Alan Stauch North American Customer Support Director
Niche Project Manager	Function as the primary contact to the City for this project. Assume daily responsibility for the activities of the Contractor's Consultants. Possess the ability to lead complex projects to a successful completion—on time and within the agreed budget and level of quality. Will develop and maintain the Project Schedule, manage issues, provide time and labor cost estimates, and maintain staffing at proper levels. Assume responsibility for testing and implementation timelines.	Barb Jones Senior Project Manager
Technical Architect	A Technical Architect may engage independently with the City, and often provides technical team leadership to provide technical design and development. This role takes the lead in technical and solution architecture design and development, infrastructure design and planning, Acceptance Testing, and maintenance strategy development.	
Business Process Analysis Manager	Business Process Analysis Manager assists customers through the business analysis and product configuration process. Implements application configuration changes for the police agency.	
Development & Technical Support Team	Core team of experienced software developers who work closely with the Niche Project Manager to develop and configure NicheRMS. Related to the Niche project team, the Interface development lead and Data conversion lead are drawn from this group.	

5.2 Table: The City

Role	Responsibility	Responsible Party
Project Sponsors	<ul style="list-style-type: none"> Define high-level project objectives and business benefits targets. Communicates priority and benefit of project to management and staff. Final decision-maker for issues related to project scope, schedule, cost, or resources if not resolved by the Project Office. Ensures Compliance with the contract items, terms, and conditions. 	
Project Office	<ul style="list-style-type: none"> Create and maintain the project schedule and tasks. Day-to-day management of team leads in accordance with the Project Management Plan. On-time delivery of quality deliverables. Communicate project status and direction among project stakeholders. Identify and manage issues, escalate as needed. Identify and mitigate risks. Ensure project schedule and tasks is followed effectively. Manage project budget. 	
Functional Team	<ul style="list-style-type: none"> Facilitate and chair sessions with Subject Matter Experts (SME's) to define business requirements and processes. Convert business processes into the functional Requirements Specification. Work with the technical team to develop the Detailed Design Configuration Specification document for the imaging system and workflow processes. Participate in system testing and training to ensure that results meet the functional requirements. 	<ul style="list-style-type: none"> City Business SMEs
Technical Team	<ul style="list-style-type: none"> Primary responsibility for the Detailed Design Configuration Specification. Configure, test and implement the NicheRMS system. Support testing activities and the NicheRMS system. Successfully transition the NicheRMS system to City by participating in knowledge transfer processes and activities. 	<ul style="list-style-type: none"> City Technical SMEs

6 Revision History

This section is for the sole purpose of recording all changes made to the Application Services SOW. This is done to ensure a historical view of changes that might relate to any issues or challenges that are identified.

6.1 Table: Revision History

Date (MM/DD/YYYY)	Author	Version	Reason for change
June 29, 2018	TW	RS 2(3)	Contract discussions with Roland Schneider and Barb Jones
July 9, 2018	BJ	RS 2(4)	Update interface table
July 19, 2018	BJ&TW	RS 2(5)	Review changes from July 9 th and update interface table
July 25, 2018	BJ	RS 2(6)	Update interface table
July 26, 2018	BJ	RS 2(7)	Update interface table

Appendix E

Niche License Agreement

Dated the XX day of June, 2018

BETWEEN

Niche Technology USA Limited, a corporation with its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

(herein referred to as "Niche")

AND

The City of Wichita, Kansas

(herein referred to as "City")

WHEREAS:

- A. Niche Technology Inc. (Niche Inc), a company registered in Manitoba, Canada has developed and owns the Niche Police Records Management System (NicheRMS) and related software programs (the "Licensed Software") and has authorized Niche to sell, license and support the Licensed Software.
- B. In partial consideration of City agreeing to enter into an agreement for the purchase and implementation of the Licensed Software (the "Agreement"), Niche has agreed to enter into this license agreement ("License Agreement"),
- C. City requires, and Niche wishes to provide, the license to operate the Licensed Software as set out in the Agreement and this License Agreement;

THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Niche agree to the following terms and conditions.

1. Grant of License

Niche hereby grants to City, subject to the terms and conditions set forth in this License Agreement, a non-transferable, non-exclusive license (the "License") to use in perpetuity those parts of the Licensed Software that have been purchased, in any machine-readable form, for City's own data processing purposes.

2. Assignment

This License may not be assigned by City without the consent of Niche, and any such consent shall be at the full discretion of Niche except that the license may be assigned to any statutory successor body to the City. No such permitted assignment shall be valid unless the assignee executes a covenant agreeing to be bound by all the terms and conditions imposed on City under this License Agreement.

No such assignment shall relieve City or the assignor from its obligations under this License Agreement unless Niche expressly agrees in writing to the contrary.

3. Authorized Access

The License allows use of the Licensed Software only to perform the business of the City within the jurisdiction of City. Agencies external to the City may use the client portions of the Licensed Software in order to access the City's records. The Licensed Software may not be used to maintain the records of an agency other than the City or to run a service bureau, except as provided in "Addition of Other Agencies", below.

4. Size of Jurisdiction

Any increase of 50 or more in the number of sworn officers in the City, when compared with the number of sworn officers for whom licenses have been procured, shall require to City to procure a license for each additional officer for the fee for additional licenses specified in the Agreement. Users external to the City do not require additional licenses as long as they access the Licensed Software only to view, report on, and perform minor updates to the City's data.

5. Addition of Other Agencies

If the City wishes to provide access to the Licensed Software to other agencies to allow those agencies to maintain their own records, additional licenses must be procured for each sworn officer in the other agencies, and the license granted to the City to install and use the client portions of the Licensed Software is extended to those agencies. If use of the system has been extended to other agencies under this section, the City remains the sole contracted party, and Niche shall be responsible only to the City and shall provide support only to the City. The City shall retain all responsibility for the operation and maintenance of the system and shall ensure that the terms of the Agreement and this License Agreement are adhered to by the agencies to which use of the Licensed Software has been extended. The provisions of "Size of Jurisdiction" shall apply to any agencies added under this section, with the threshold of 50 officers applying in aggregate over all the agencies using the Licensed Software under this License Agreement.

6. Rights under this License Agreement

This license grants City the following rights:

- (a) to install an unlimited number of instances of the Licensed Software (production, training, test, etc.) on City's servers; and
- (b) to install the Licensed Software on any number of City's client workstations or mobile devices; and
- (c) to access the Licensed Software through "thin client" technologies from any number of client workstations and mobile devices; and
- (d) to access the Licensed Software through any number of external system interfaces; and
- (e) to provide access to the Licensed Software to other agencies to access the City's data; and
- (f) to use any Application Program Interfaces (APIs), Web services and other interface technologies provided with the Licensed Software to develop interfaces to the Licensed Software, and to permit others to do the same, so long as the interfaces are used solely to access they City's data pursuant to the terms of the Agreement and this License Agreement.

7. Ownership and Intellectual Property Rights

- (a) The Licensed Software and any copyright or other intellectual property rights of any nature whatsoever in the Licensed Software are and shall remain the confidential, proprietary property and information of Niche Inc or those from whom Niche Inc has acquired a proprietary right in the Licensed Software. The intellectual property rights to any modifications to the Licensed Software whether made by Niche Inc or anyone else, shall become and remain the exclusive property of Niche Inc.
- (b) On all materials related to or part of the Licensed Software, excepting operational outputs such as printed reports and pictures, irrespective of the form of such materials such as screen formats, City shall, to the extent not previously marked by Niche or Niche Inc, place a legend stating that the materials are proprietary and confidential and are not to be disclosed to third persons without the prior written consent of Niche Inc.
- (c) City shall use the Licensed Software, and shall permit its use by any third person, only in accordance with this License Agreement.
- (d) Except as otherwise provided, or as required by law, City shall not disclose any portion of the Licensed Software in any form to any third person without the prior written consent of Niche.
- (e) City shall not copy any portion of the Licensed Software without the prior written consent of Niche except:
 - (i) City may make a reasonable number of copies of the Licensed Software for backup purposes as part of normal server and client maintenance and backup procedures; and
 - (ii) City may make a reasonable number of copies of the Licensed Software for the purpose of distribution and installation of the Licensed Software for use by City in accordance with this License Agreement.
- (f) City shall not publish or participate with any third party in any performance or benchmark tests or analysis relating to the Licensed Software or any portion thereof.
- (g) City shall not disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Licensed Software, nor permit others to do so,
- (h) City shall not create derivative works of the Licensed Software, except that it may create, or cause to be created, interface applications as provided in "Rights under this License Agreement" above.
- (i) City shall take appropriate action by way of instruction, order or otherwise with its employees to satisfy its obligations under this License Agreement with respect to use, copying, modification and non-disclosure of the Licensed Software.
- (j) City's duties under this section shall survive any termination of any other provisions of this License Agreement.
- (k) Niche shall ensure that no copyright restrictions or other encumbrances or restrictions exist that may impede the full and free exercise by City of its rights under this License Agreement, and Niche shall provide or obtain any required permissions, licenses or waivers which may be necessary to ensure that City is fully able to exercise its rights, without any additional cost, expense or fees to City over and above the fees payable to Niche.
- (l) Notwithstanding any other provision in this License Agreement:
 - (i) each party acknowledges and agrees that any software, hardware or software or hardware technology, any methodology, procedures, practices, processes and any other know-how of

whatsoever nature and kind which belonged to a party (the "Owning Party") prior to date of execution of this License Agreement ("Pre-Existing Items") will continue to belong to the Owning Party notwithstanding that such Pre-Existing Items may be incorporated into any part of the Licensed Software;

- (ii) each party may use freely and without restriction any ideas, concepts, know-how or techniques generally relating to or developed by either party in the performance of this Licensed Agreement and to authorize others to do so, without cost or charge.
- (iii) the Contractor shall maintain continued compatibility and provide ongoing maintenance of the configuration or customization made according to the City's requirements to the Licensed Software as upgrades/updates, bug fixes / corrections, or revisions occur to the Software as long as the maintenance agreement is in force.

This License Agreement has been executed by City and by Niche on the dates noted below.

City of Wichita, Kansas

Per: _____


Name: _____

Title: _____

Date: _____

Niche Technology USA Limited

Per: _____

Name:  _____

Title: *Fiona Ellison, Vice President, Project Management,
North America & Australasia, Niche Technology Inc.*

Date: July 26, 2018

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



Quote: 302811.1.Wichita KS PD LEAPS- HQ

Term	Description	Price	Amount
Monthly (2 Years)	<u>Set-Up for LexisNexis® Law Enforcement Automated Personnel System</u> <ul style="list-style-type: none"> • Dedicated project manager and implementation assistance • Interface development to retrieve CAD call history* • Web-Based training with a live trainer • Unlimited users, training types, forms, documents, tests, checklists, and equipment tracking • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment <p>*LexisNexis is not responsible for associated CAD vendor fees</p>	\$1,210.00	\$1,210.00
Quote Subtotal			\$1,210.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote:

Anthony Gonzales
anthony.gonzales@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote:

Printed Name of Recipient

Stephen Clark
Stephen Clark

Date: July 25, 2018

July 20, 2018

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



Quote: 302509.1.Wichita KS PD - HQ

Term	Description	Price	Amount
Monthly (2 Years)	LexisNexis® Desk Officer Reporting System <ul style="list-style-type: none">• Dedicated project manager and implementation assistance• Operational/Procedural Directive templates• A web-based training session with a live trainer• Unlimited users, incident types, and report intake• Unlimited customer support (phone and e-mail)• Unlimited maintenance including every update and upgrade released• Hosting in the LexisNexis® Secure Hosting Environment	\$2,275.00	\$2,275.00
Quote Subtotal			\$2,275.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Anthony Gonzales
anthony.gonzales@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote:
Printed Name of Recipient

Stephen Clark
Stephen Clark

Date: July 25, 2018

Order No. 1
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 1 ("Order") is entered into this _____ day of _____, 2018 ("Order Effective Date") between Wichita Police Department ("Agency") and LexisNexis Coplogic Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____ ("Agreement") between the Parties.

1. TERMS AND CONDITIONS.

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. DESCRIPTION OF SERVICES.

Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("DORS") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.

3. SCOPE OF SERVICES.

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report retention and distribution services as set forth in in Section 3 of the Agreement, including an on-line Report distribution website.

3.2. Setup and Access.

Agency Responsibilities.

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.

This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 4 of the Agreement.

4. TERM AND TERMINATION.

This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

5. FEES AND PRICE ADJUSTMENTS.

The Fees for the Services shall be subject to the terms set forth in Section 5 of the Agreement.

5.1. The Agency Fee is Zero (\$0.00)

5.2. Monthly Services Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be Two Thousand Sixty Five and 00/100 Dollars (\$2,065.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Wichita Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Order No. 2

LexisNexis® Law Enforcement Automated Personnel System™ (LEAPS)

This Order No. 2 ("Order") is entered into this _____ day of _____, 2018 ("Order Effective Date") between Wichita Police Department ("Agency") and LexisNexis Coplogic Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____ ("Agreement") between the Parties.

1. TERMS AND CONDITIONS.

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. DESCRIPTION OF SERVICES.

Provider, as part of its business has developed and makes available to law enforcement entities an automated personnel management and training solution called LexisNexis® Law Enforcement Automated Personnel System ("LEAPS").

3. SCOPE OF SERVICES.

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

3.1. Setup and Access.

Agency Responsibilities.

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

- a) Coordinate with Agency to establish schedule for deployment
- b) Schedule kick-off meeting with Agency to provide comprehensive overview of the Services.
- c) Provide Agency with suggestions for the successful deployment of the Services.
- d) Make Services available on Provider's redundant servers.
- e) Provide Agency with administrator password and credentials for the Services.

Completion Criteria.

This task is considered complete after Provider has scheduled the kick-off meeting, delivered listed materials, and Services are accessible on Provider's servers.

3.2. Configuration.

Agency Responsibilities.

- a) Configuration of initial training types, shifts, users, evaluation forms, tests, and test items.
- b) Test the Services, document any problems, and collaborate with Provider on a plan for corrective action(s).

Provider Responsibilities

- a) Conduct "train the trainer" session for Agency via web training session on administering the program including set up and configuration of initial training types, shifts, users, evaluation forms, tests, and test items.
- b) Assist Agency in testing system, review problems identified by Agency, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when LEAPS is accessible and available for use on Provider's website.

3.3. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 4 of the Agreement for the fees set forth below.

4. TERM AND TERMINATION.

This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

5. FEES AND PRICE ADJUSTMENTS.

The Fees for the Services shall be subject to the terms set forth in Section 5 of the Agreement.

5.1. Monthly Services Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Two Hundred Ten (\$1,210.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Provider: LexisNexis Coplogic Solutions Inc.

Agency: Wichita Police Department

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“Agreement”) is dated _____ (“Effective Date”) by and between LexisNexis Coplogic Solutions Inc., on behalf of itself and its Affiliates with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Provider”), and Wichita Police Department, with its principal place of operations at 455 N. Main, Wichita, Kansas 67202 (“Agency”). Provider and Agency may be referred to herein individually as a “Party” and collectively referred to as “Parties”. “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “Services”) as described in an applicable order to this Agreement (“Order”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “Report”). “Report” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’s written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party

without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. RETENTION / DISTRIBUTION.

For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. Provider will distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with an applicable Order and all applicable laws and regulations.

4. SUPPORT AND MAINTENANCE.

- 4.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 4.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 4.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

5. FEES.

- 5.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) in an Order by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor)

to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

5.2. Fees due to Agency. All Reports requested by Agency Requestors shall be provided free of charge. Provider will collect a fee as set forth in an applicable Order ("Agency Fee(s)") on behalf of Agency for Report requests by an Authorized Requestor. Provider will remit any Agency Fees to Agency using the process as herein defined. For clarity, if a fee is not charged to an Authorized Requestor for the Report, no Agency Fee shall be collected or paid to Agency. In connection with this Section, on a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will provide a monthly report to Agency identifying the number of Reports provided on its behalf.

5.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as

applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstance under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “Confidential Information” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable Fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

For purposes of this section, "Provider" includes Provider and its Affiliates, subsidiaries, parent companies, and data providers. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, than in no event shall Provider's liability to Agency under this Agreement exceed One Hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "Indemnified Parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying party, its Affiliates, or the officers, Agents or employees of such party (the "Indemnifying Parties"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates.
- 16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by

Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Kansas, excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Wichita Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection.

Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program.

Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event.

In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Available Funding

Software Replacement Fund (SRF)	\$475,838
Capital Improvement Fund (CIP)	\$2,500,000
Equipment Replacement Fund (ERF)	\$140,000
Total Available funding	\$3,115,838

Project Costs

Contractors (Software and Project Management)	\$1,398,000
IT/IS infrastructure and Implementation	\$294,339
Project Hardware	\$732,118
Total project Contingency (15%)	\$363,669
Total Costs	\$2,788,126

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures
(District I)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Close the public hearing, declare the buildings to be dangerous and unsafe structures, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures.

Background: On July 10, 2018, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted resolutions providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on August 21, 2018.

Analysis: On June 4, 2018, the Board of Building Code Standards and Appeals (BBCSA) held a hearing on the seven properties listed below:

<u>Property Address</u>	<u>Council District</u>
a. 523 N. Green St	I
b. 528 N. Pennsylvania Ave	I
c. 943 N. Indiana Ave	I
d. 1239 N. Minnesota Ave (4-plex)	I
e. 1335 N. Estelle Ave	I
f. 1633 N. Green St	I
g. 2308 N. Grove Ave (duplex)	I

Detailed information/analyses concerning the properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund. This budget is supplemented by an annual allocation of Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) charge to cover associated costs of the condemnation and other associated costs. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

Legal Considerations: The resolutions fixing a time and place for the hearing were reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, declare the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) all taxes have been paid to date as of August 21, 2018; (2) the structure has been secured as of August 21, 2018, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 21, 2018, and will be so maintained during renovation.

If any of the above conditions are not met, the MABCD will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case summaries, CDM summaries and follow-up histories

August 21, 2018
City Council
Removal of Dangerous Structure Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
523 N. Green St	I	2 yrs. 11 mos.	04/20/18	06/04/18 - 10/10	No	The structure is unsecure with an open front door.	There is tall grass and weeds and bagged trash on the premises.	The 2015, 2016 and 2017 taxes are delinquent in the amount of \$1,441.32, which includes interest.	There are 2018 specials assessments for lot cleanups in the amount \$685.63 and \$1,038.72, both include interest.
528 N. Pennsylvania Ave	I	2 yrs. 9 mos.	04/20/18	06/04/18 - 10/10	No	The structure is unsecure with an open rear door.	Miscellaneous debris, tree waste and tall grass and weeds.	The 2014, 2015, 2016 and 2017 taxes are delinquent in the amount \$769.18, which includes interest.	None
943 N. Indiana Ave	I	3 yrs. 3 mos.	04/20/18	06/04/18 - 10/10	No	The structure is unsecure with an open south side door.	Volunteer tree growth, miscellaneous debris and tall grass and weeds.	The 2015, 2016 and 2017 taxes are delinquent in the amount of \$3,915.01, which includes special assessments and interest.	There is a 2017 special assessment for weed cutting in the amount of \$143.85, which includes interest. There is 2018 special assessment for lot cleanup in the amount of \$692.88, which includes interest.

DATE: July 25, 2018
CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 523 N GREEN ST

LEGAL DESCRIPTION: THE NORTH 15 FEET OF LOT 5, ALL OF LOT 7 AND THE SOUTH 5 FEET OF LOT 9, ON GREEN STREET, MOSSMAN'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 26 x 46 feet in size. Vacant and open, this structure has a shifting and cracking block foundation with missing blocks; deteriorated and missing aluminum siding; sagging composition roof; badly deteriorated front and rear porches; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 523 N GREEN ST

ACTIVE FIELD FILE STARTED: August 26, 2015

NOTICE(S) ISSUED: Since August 26, 2015, a violation notice has been issued. No permits have been issued and violations remain open. It should be noted that a uniform criminal complaint has been issued and it has been the subject of neighborhood court.

PRE-CONDEMNATION LETTER: November 1, 2016

TAX INFORMATION: The 2015, 2016 and 2017 taxes are delinquent in the amount of \$1,441.32, which includes interest.

MABCD COST ASSESSMENTS/DATES: There are 2018 specials assessments for lot cleanups in the amount \$685.63 and \$1,038.72, both include interest.

PREMISE CONDITIONS: There is tall grass and weeds and bagged trash on the premises.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In March 2009, a neighborhood nuisance enforcement case was initiated resulting in owner compliance. In April 2012, a tall grass and weeds case was initiated resulting in owner compliance. In August 2015, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$610.04. In July 2017, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$927.47. In May 2018, a neighborhood nuisance enforcement case was started and remains open.

POLICE REPORT: In the past five years there has been sixteen reported police incidents at this location including auto theft not recovered, battery, simple assault, intimidation, intimidation domestic violence (2), identity theft, violation of district court order (2), destruction of property domestic violence (2), destruction to auto (2), miscellaneous report, miscellaneous officers and suspicious character other.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with an open front door.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 528 N PENNSYLVANIA AVE

LEGAL DESCRIPTION: THE NORTH 8 FEET OF LOT 26, ALL OF LOT 28, AND THE SOUTH 10 FEET OF LOT 30, ON PENNSYLVANIA AVENUE, IN STITES BROTHER'S 3RD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 30 x 35 feet in size. Vacant and open, this structure has been damaged by fire. It has fire-damaged and missing vinyl siding; fire-damaged composition roof, with missing shingles and holes; deteriorated rear porch; fire-damaged wood trim and framing members; and the 12 x 14 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 528 N PENNSYLVANIA AVE

ACTIVE FIELD FILE STARTED: October 23, 2015

NOTICE(S) ISSUED: Since October 23, 2015, several violation notices have been issued. No permits have been issued and violations remain open. It should be noted that the Wichita Police Department has requested MABCD assistance with this property on numerous occasions.

PRE-CONDEMNATION LETTER: March 16, 2017

TAX INFORMATION: The 2014, 2015, 2016 and 2017 taxes are delinquent in the amount \$769.18, which includes interest.

MABCD COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Miscellaneous debris, tree waste and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: In June 2009, a case was initiated and has been closed.

MABCD NUISANCE & ABATEMENT REPORT: In June 2009, an emergency board-up case was initiated resulting in owner compliance. In November 2009, a neighborhood nuisance enforcement case was initiated resulting City of Wichita contractor abatement in the amount of \$585.75. In May 2009, a tall grass and weeds case was initiated resulting in owner compliance. In June 2008, January 2009, October 2010, November 2011, September 2014, and October 2015, neighborhood nuisance enforcement cases were initiated all resulting in owner compliance. In March 2018, a neighborhood nuisance enforcement case was started and remains open.

POLICE REPORT: In the past five years there has been eight reported police incidents at this location including intimidation domestic violence, destruction of property domestic violence, destruction to auto, lost miscellaneous property (2), miscellaneous report, suspicious character other and larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with an open rear door.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 943 N. INDIANA AVE

LEGAL DESCRIPTION: LOTS 9 AND 11, CHERRY STREET, NOW INDIANA AVENUE, IN MOORE'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 58 x 25 feet in size. Vacant and open, this structure has a shifting block foundation; rotted and missing wood lap siding; deteriorated front porch; exposed, rotted framing members; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 943 N. INDIANA AVE

ACTIVE FIELD FILE STARTED: May 29, 2015

NOTICE(S) ISSUED: Since May 29, 2015, several violation notices have been issued. No permits have been issued and violations remain open.

PRE-CONDEMNATION LETTER: May 29, 2016

TAX INFORMATION: The 2015, 2016 and 2017 taxes are delinquent in the amount of \$3,915.01, which includes special assessments and interest.

MABCD COST ASSESSMENTS/DATES: There is a 2017 special assessment for weed cutting in the amount of \$143.85, which includes interest. There is 2018 special assessment for lot cleanup in the amount of \$692.88, which includes interest.

PREMISE CONDITIONS: Volunteer tree growth, miscellaneous debris and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: In May 2013, a case was started and remains open.

MABCD NUISANCE & ABATEMENT REPORT: In August 2015, MABCD staff completed an emergency board-up at a cost of \$148.48. In October 2008, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$205.00. In September 2009, a neighborhood nuisance enforcement case was initiated resulting in case closure due to absent owner. In May 2015, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$2,415.52. In March 2017, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$616.55. In August 2010, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$123.00. In May 2013, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$123.50. In April 2015, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$140.00. In June 2016, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$143.00. In September 2016 and April 2017, tall grass and weeds cases were initiated resulting owner compliance. In April 2018, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$153.00. In May 2018, a neighborhood nuisance enforcement case was initiated and remains open.

POLICE REPORT: In the past five years there has been no reported police incidents at this location.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with an open south side door.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1239 N. MINNESOTA AVE (4-PLEX)

LEGAL DESCRIPTION: LOTS 144 AND 145, ON MINNESOTA AVENUE, IN ROSENTHAL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame four-plex about 26 x 90 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has a cracking block foundation; fire-damaged, rotted and missing wood lap siding; and sagging composition roof, with holes;

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 1239 N. MINNESOTA AVE (4-PLEX)

ACTIVE FIELD FILE STARTED: November 6, 2015

NOTICE(S) ISSUED: Since November 6, 2015, notice of violations and a uniform criminal complaint has been issued. No permits have been issued and violations remain open. It should be noted that the Wichita Police Department has requested MABCD assistance with this property.

PRE-CONDEMNATION LETTER: March 2, 2016

TAX INFORMATION: The 2017 taxes are delinquent in the amount of \$257.58, which includes interest.

MABCD COST ASSESSMENTS/DATES: There is a 2018 special assessment for lot cleanup in the amount of \$733.90.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: A case was initiated in March 2011 and remains open.

MABCD NUISANCE & ABATEMENT REPORT: In August 2009, November 2009 and July 2011, neighborhood nuisance enforcement cases were initiated resulting in owner compliance. In September 2011 and October 2013, tall grass and weeds cases were initiated resulting in owner compliance. In September 2012, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$120.00. In March 2018, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$733.90. In July 2018, a tall grass and weeds case was started and remains open.

POLICE REPORT: In the past five years there has been no reported police incidents at this location.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made and it appears that a second fire has occurred. The structure is unsecure with an open crawl space.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1335 N. ESTELLE AVE

LEGAL DESCRIPTION: LOTS 19 AND 21, ON ESTELLE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 16 x 47 feet in size. Vacant and open, this structure has been damaged by fire. It has rotted and missing siding shingles; sagging and badly worn roof, with holes; fire-damaged soffit and fascia; interior gutted by fire; and the 10 x 14 feet accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 1335 N. ESTELLE AVE

ACTIVE FIELD FILE STARTED: June 21, 2016

NOTICE(S) ISSUED: Since June 21, 2016, violation notices have been issued. No permits have been issued and violations remain open.

PRE-CONDEMNATION LETTER: November 2, 2016

TAX INFORMATION: The 2016 and 2017 taxes are delinquent in the amount of \$217.64, which includes interest.

MABCD COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Unable to access due to fencing. Tall grass and weeds and over growth are blocking the sidewalk.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In June 2010, an emergency board-up case was initiated resulting in owner compliance. In June 2016, a neighborhood nuisance enforcement case was initiated resulting owner compliance. In February 2018 and May 2018, neighborhood nuisance enforcement cases were started and both remain open. In July 2018, tall grass and weeds case was started and remains open.

POLICE REPORT: In the past five years there has been six reported police incidents at this location including battery domestic violence, intimidation, intimidation domestic violence, disturb the peace fighting, destruction of property domestic violence and larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with open doors and windows.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing, Dzung Ninh (son of the owner) was present.

Mr. Ninh told the Board that his father is unable to work on the property due to his health and that they would not contest the condemnation and removal of the structure.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1633 N. GREEN ST

LEGAL DESCRIPTION: LOTS 25 AND 27, ON GREEN AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 20 x 30 feet in size. Vacant for unknown amount of time, this structure has shifting and cracking foundation and basement walls; missing wood siding; missing porches; and missing windows and doors.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 1633 N. GREEN ST

ACTIVE FIELD FILE STARTED: May 16, 2017

NOTICE(S) ISSUED: Since May 16, 2017, a violation notice has been issued. No permit has been issued and violations remain open.

PRE-CONDEMNATION LETTER: May 16, 2017

TAX INFORMATION: The 2016 and 2017 taxes are delinquent in the amount of \$1,970.62, which includes special assessments and interest.

MABCD COST ASSESSMENTS/DATES: There is a 2017 special assessment for lot cleanup in the amount of \$1,495.83, which includes interest. There are 2018 special assessments for board-up in the amount of \$1,131.15 and weed cutting in the amount of \$144.60, both include interest.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In July 2015, a tall grass and weeds case was initiated resulting in owner compliance. In May 2016, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$1,345.49. In April 2017, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$143.00. In May 2017 MABCD staff completed an emergency board-up at a cost of \$1,118.62. In May 2017, a neighborhood nuisance enforcement case was initiated resulting in owner compliance.

POLICE REPORT: In the past five years there has been three reported police incidents at this location including burglary residence (2) and larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. & A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: July 25, 2018

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2308 N. GROVE AVE (DUPLEX)

LEGAL DESCRIPTION: LOT 19, BLOCK U, AUDREY MATLOCK HEIGHTS, FIRST ADDITION, AN ADDITION IN WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame duplex about 46 x 36 feet in size. Vacant and open, this structure has a cracking block foundation; badly worn composition roof, with holes; deteriorated front and rear porches; deteriorated and soffit and fascia; deteriorated wood trim; and rotted framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 25, 2018

BCSA GROUP # 1

ADDRESS: 2308 N. GROVE AVE (DUPLEX)

ACTIVE FIELD FILE STARTED: October 25, 2016

NOTICE(S) ISSUED: Since October 25, 2016, a violation notice and uniform criminal complaint have been issued. No permits have been issued and violations remain open. It should be noted that the Wichita Police Department has requested MABCD assistance with this property.

PRE-CONDEMNATION LETTER: December 27, 2016

TAX INFORMATION: The 2016 and 2017 taxes are delinquent in the amount of \$1,154.06, which includes special assessments and interest.

MABCD COST ASSESSMENTS/DATES: There is a 2017 special assessment for board-up in the amount of \$244.40, which includes interest. There are 2018 special assessments for lot cleanup in the amount of \$1,128.76 and board-up in the amount of \$290.39, both include interest.

PREMISE CONDITIONS: Some trash and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: A case was initiated in January 2008, resulting in owner compliance.

MABCD NUISANCE & ABATEMENT REPORT: In August 2009 and April 2011, neighborhood nuisance enforcement cases were initiated resulting in owner compliance. In September 2009, September 2012, August 2013 and July 2017 tall grass and weeds cases were initiated all resulting in owner compliance. In October 2016, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$1,030.42. In April 2018, a graffiti case was started and remains open. In May 2018, an emergency board-up case was started and remains open. In June 2018, a tall grass and weeds case was initiated resulting owner compliance.

POLICE REPORT: In the past five years there has been one reported police incident of miscellaneous officers.

FORMAL CONDEMNATION ACTION INITIATED: April 20, 2018

RECENT DEVELOPMENTS: No repairs have been made. The structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. &A. RECOMMENDATION: At the June 4, 2018, BBCSA hearing there was no representative present for this property.

Concurring with MABCD staff recommendation, a motion was made to refer the property to City Council for condemnation, with ten days to begin demolition of the structure and ten days to complete the removal. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

CMB'S FOR August 21, 2018

<u>Renew</u>	<u>2018</u>	<u>Consumption Off Premises</u>
Rajeshkumar Patel	Stop & Shop***	1826 W. 13 th St N
Janine Brown-Wiese	Target Store T-1944***	10800 E. 21 st ST N
Janine Brown-Wiese	Target Store T-1945***	2727 N. Maize Rd

<u>New</u>	<u>2018</u>	<u>Consumption Off Premises</u>
Areli Duran	La Tienda Del Sur No. 1***	2290 S. Oliver St
Areli Duran	La Tienda Del Sur No. 1***	3108 E. 31 st St S

** General/Restaurant (need 50% or more gross revenue from sale of food)

*** Retailer (Grocery stores, convenience stores, etc.)

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 21, 2018**

- a. Hyatt Proceeds Mitigation Waco, 15th to 21st Street Repairs (various locations) (472-85325/707141/707113/211582/211566) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$551,186.83
- b. Water Distribution System to serve Clear Ridge Addition (south of Pawnee, west of 143d Street East) (448-90838/735586/470259) Does not affect existing traffic. (District II) - \$89,000.00
- c. Lateral 7, Main 21, Four Mile Creek Sewer to serve Clear Ridge Addition (south of Pawnee, west of 143rd Street East) (468-85237/744475/480166) Does not affect existing traffic. (District II) - \$239,000.00

To be Bid: July 20, 2018

PRELIMINARY ESTIMATE of the cost of:

Hyatt Proceeds Mitigation Waco, 15th to 21st Street Repairs
(Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (707141/707113)

1	A.C. Surf. Course, 2" (BM2)(PG 70-28)	1,560	tn
2	Cold Milling Asphalt Surface (2" Nom.)	9,680	sy
3	Combined Curb and Gutter	4,890	lf
4	6" Concr. Driveway Repair	15,000	sf
5	6" Reinf. Concr. Base Repair	3,250	sy
6	Crushed Rock	200	tn
7	Wheelchair Ramp Construction w/Det. Warn.	40	ea
8	4" Sidewalk Rem & Repl	5,450	sf
9	Traffic Control	1	LS
10	4" White or Yellow Pvm. Mrkgs (Thermopl.)	7,920	lf
11	12" White or Yellow Pvm. Mrkgs (Thermopl.)	30	lf
12	24" White or Yellow Pvm. Mrkgs (Thermopl.)	120	lf
13	Pavement Markings, Turn Arrow (Thermopl.)	2	ea
14	Electronic Message Boards	14	day

Construction Subtotal

Engineering & Inspection (707141)

Administration (707141)

Publication (707141)

Contingency

Total Estimated Cost\$551,186.83

CITY OF WICHITA)

STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211582/211566 (707141/707113) 472-85325

Page _____

EXHIBIT _____

To be Bid: August 10, 2018

PRELIMINARY ESTIMATE of the cost of:Water Distribution System to serve Clear Ridge Addition
(south of Pawnee, west of 143rd Street East)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**LUMP SUM BID ITEMS**

1	Pipe, Connect to Existing	1	LS
2	Seeding	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Maintain Existing BMPs	1	LS

MEASURED QUANTITY BID ITEMS

6	Pipe, WL 8"	1,745	lf
7	Pipe, WL 8" (Ductile Iron)	48	lf
8	Valve Assembly, Anchored 8"	3	ea
9	Fire Hydrant Assembly	4	ea
10	Fill, Protective	73	lf
11	Tree Removed, Small	3	ea

Construction SubtotalDesign Fee
Engineering & Inspection
Administration
Publication**Total Estimated Cost**\$89,000.00CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City EngineerSworn to and subscribed before me this _____
(DATE)_____
City Clerk

470259 (735586) 448-90838

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Lateral 7, Main 21, Four Mile Creek Sewer to serve Clear Ridge Addition
(south of Pawnee, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Seeding	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

4	Pipe, SS 8" (0'-15' Depth)	1,947	lf
5	Pipe, SS 8" (>15' Depth)	207	lf
6	MH, Standard SS (4')	9	ea
7	MH, Standard SS (5'), Doghouse w/ Outside Drop	1	ea
8	MH, Standard SS (5')	2	ea
9	MH, Connect to existing	1	ea
10	MH Joint Wrap	162	lf
11	Riser Assembly 4", Vertical	14	ea
12	Riser Assembly 8", Cleanout	7	ea
13	Fill, Flowable	545	lf
14	Fill, Sand (Flushed & Vibrated)	1,101	lf
15	BMP, Silt Fence	1,695	lf
16	BMP, Construction Entrance	1	ea
17	Air Testing, SS Pipe	1,947	lf

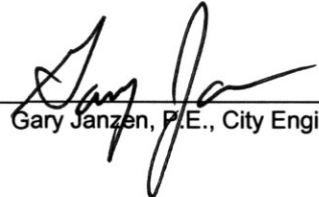
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$239,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

480166 (744475) 468-85237
Page _____

City Clerk

EXHIBIT

**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: New and Revised Petitions for Improvements to Serve Carriage Oaks 2nd Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the new and revised petitions and adopt the new and amending resolutions.

Background: On September 1, 2009, the City Council approved petitions for water, sewer, drainage, and paving improvements to serve Carriage Oaks 2nd Addition. The developer has submitted new and revised petitions that are required for a replat. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide water, sewer, drainage, and paving improvements required for a new residential development located west of Greenwich Road, south of 21st North.

Financial Considerations: The new petition for water Phase 2 is \$106,000. The revised petition for water Phase 1 is \$132,000, a decrease of \$39,000. The new petition for sewer Phase 2 is \$205,000. The revised petition for sewer Phase 1 is \$285,000, a decrease of \$3,000. The revised petition for drainage is \$610,000, an increase of \$250,000. The new petition for paving Phase 2 is \$671,000. The revised petition for paving Phase 1 is \$834,000, a decrease of \$126,500. The funding source for the projects is 100% special assessments.

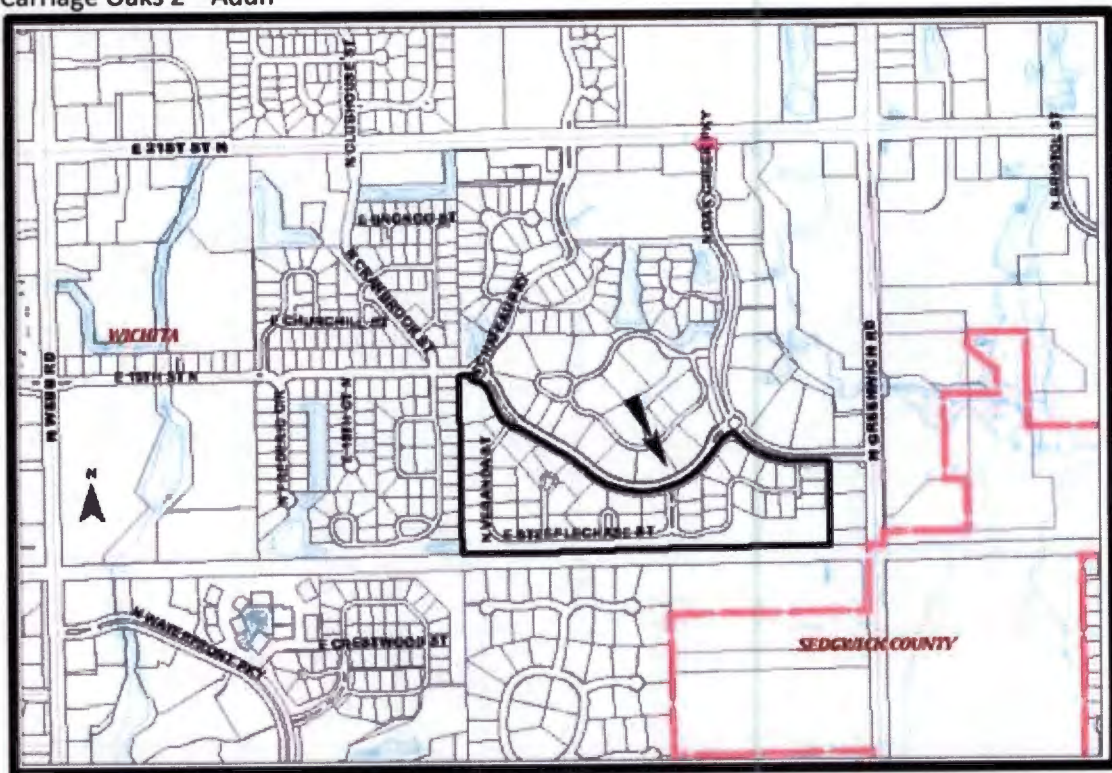
Petitions	Water	Sewer	Drainage	Paving
New Phase 2	\$106,000			
Revised Phase 1	\$132,000			
New Phase 2		\$205,000		
Revised Phase 1		\$285,000		
Revised			\$610,000	
New Phase 2				\$671,000
Revised Phase 1				\$834,000

Legal Considerations: The Law Department has reviewed and approved the new and revised petitions, and new and amending resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the new and revised petitions, adopt the new and amending resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, new and revised petitions, and new and amending resolutions.

Carriage Oaks 2nd Addn



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 448-90914

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE:

PROJECT #:

PROJECT TITLE: WDS Carriage Oaks 2nd Addition Phase 2

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS Carriage Oaks 2nd Addition Phase 2

OCA #:

OCA TITLE: WDS Carriage Oaks 2nd Addition Phase 2

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$106,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$106,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$106,000.00

EXPENSE TOTAL: \$106,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 07/26/18

DATE: 8/6/18

DATE: 7/30/18

DATE:

\$

448-90914

**PETITION
WATER DISTRIBUTION IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION – PHASE 2**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$106,000.00 [One Hundred Six Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A,
Lots 1 thru 17, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (26 lots):**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	6/26/18	Lots 1 thru 3, Block A, Lots 1 thru 17, Block B, and Lots 14 thru 19, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18.


Deputy City Clerk



Project: Carriage Oaks 2nd Addition
 Type: Waterline
 Date: 05/25/2018
 Prep. by PEC
 Project # 35-170638-000-5526

Phase 2 Waterline - Petition Estimate					
Approx					
Item No.	Quantity	Unit	Item	Unit Cost	Total Cost
1	1400	LF	8" Pipe	\$22.00	\$30,800.00
2	450	LF	6" Pipe	\$18.00	\$8,100.00
3	300	LF	4" Pipe	\$15.00	\$4,500.00
4	1	EA	8" x 8" Tapping Sleeve and Valve	\$6,000.00	\$6,000.00
5	4	EA	8" Valve Assembly	\$1,200.00	\$4,800.00
6	2	EA	Fire Hydrant Assembly	\$3,250.00	\$6,500.00
7	2	EA	2" Blowoff Assembly	\$750.00	\$1,500.00
8	1	LS	Erosion Protection	\$3,000.00	\$3,000.00
9	1	LS	Site Clearing	\$4,000.00	\$4,000.00
10	1	LS	Site Restoration	\$2,000.00	\$2,000.00
Subtotal					\$71,200.00
10% Contingencies					\$7,120.00
Construction Total					\$78,320.00
35% Construction Costs					\$27,412.00
Total Project Estimate					\$105,732.00

TOTAL PETITION ESTIMATE = \$106,000

lots 26
 Total cost per lot \$4,076.92

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90451

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: WDS Carriage Oaks 2nd Addition Phase 1

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: WDS Carriage Oaks 2nd Addition Phase 1

OCA # : _____

OCA TITLE: WDS Carriage Oaks 2nd Addition Phase 1

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$132,000.00	2999 Contractuals	\$132,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$132,000.00

EXPENSE TOTAL: \$132,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: Janis Jan

DEPARTMENT HEAD: Janis

BUDGET OFFICER: Cheryl L. Busada

CITY MANAGER: _____

Print Form

DATE: 07/26/18

DATE: 8/6/18

DATE: 7/30/18

DATE: _____

\$

Revising WDS

448-~~90451~~
90451

Carriage Oaks

**PETITION
WATER DISTRIBUTION IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION – PHASE 1**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$132,000.00 [One Hundred Thirty Two Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Lots 18 thru 25, Block B and
Lots 1 thru 13, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (21 lots):**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	6/26/18	Lots 18 thru 25, Block B and Lots 1 thru 13, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18.




Deputy City Clerk

Project: Carriage Oaks 2nd Addition
 Type: Waterline
 Date: 05/25/2018
 Prep. by PEC
 Project # 35-170638-000-5526

Phase 1 Waterline - Petition Estimate					
Approx					
Item No.	Quantity	Unit	Item	Unit Cost	Total Cost
1	1700	LF	8" Pipe	\$22.00	\$37,400.00
2	900	LF	6" Pipe	\$18.00	\$16,200.00
3	1	EA	8" x 8" Tapping Sleeve and Valve	\$6,000.00	\$6,000.00
4	5	EA	8" Valve Assembly	\$1,200.00	\$6,000.00
5	1	EA	8" Anchored Valve Assembly (Special)	\$1,500.00	\$1,500.00
6	3	EA	Fire Hydrant Assembly	\$3,250.00	\$9,750.00
7	3	EA	2" Blowoff Assembly	\$750.00	\$2,250.00
8	1	EA	Remove FH Assembly	\$500.00	\$500.00
9	1	LS	Erosion Protection	\$3,000.00	\$3,000.00
10	1	LS	Site Clearing	\$4,000.00	\$4,000.00
11	1	LS	Site Restoration	\$2,000.00	\$2,000.00
Subtotal					\$88,600.00
10% Contingencies					\$8,860.00
Construction Total					\$97,460.00
35% Construction Costs					\$34,111.00
Total Project Estimate					\$131,571.00

TOTAL PETITION ESTIMATE = \$132,000

lots 21
 Total cost per lot \$6,285.71

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85350

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE: _____

PROJECT #:

PROJECT TITLE: Lat 15, Main 16 FMCS Phase 2 Carriage Oaks 2nd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 15, Main 16 FMCS Phase 2 Carriage Oaks 2nd Addition

OCA #:

OCA TITLE: Lat 15, Main 16 FMCS Phase 2 Carriage Oaks 2nd Addition

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$205,000.00	2999 Contractuals	\$205,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$205,000.00

EXPENSE TOTAL: \$205,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE: 07/26/18

DEPARTMENT HEAD:

DATE: 8/6/18

BUDGET OFFICER:

DATE: 7/30/18

CITY MANAGER:

DATE: _____

\$

Lateral 15, Main 16, Four Mile Creek Sewer

468-85350

PETITION
SANITARY SEWER IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION – PHASE 2

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a sanitary sewer system, including necessary manholes, pipes, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$205,000.00 [Two Hundred Five Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A,
Lots 1 thru 14, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (23 lots):**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.



(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
		Lots 1 thru 3, Block A, Lots 1 thru 14, Block B, and Lots 14 thru 19, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18.



~~Deputy~~ City Clerk



Project: Carriage Oaks 2nd Addition
 Type: Sanitary Sewer
 Date: 05/25/2018
 Prep. by PEC
 Project # 35-170638-000-5526

Phase 2 Sanitary Sewer - Petition Estimate					
Approx					
Item No.	Quantity	Unit	Item	Unit Cost	Total Cost
1	2300	LF	8" Pipe	\$28.00	\$64,400.00
2	10	EA	4' Dia. Manhole	\$3,250.00	\$32,500.00
3	23	EA	4" Sewer Service Connection	\$700.00	\$16,100.00
4	160	LF	Excavatable Flowable Fill	\$90.00	\$14,400.00
5	2300	LF	Air Testing	\$1.00	\$2,300.00
6	1	LS	Erosion Protection	\$3,000.00	\$3,000.00
7	1	LS	Site Clearing	\$3,000.00	\$3,000.00
8	1	LS	Site Restoration	\$2,000.00	\$2,000.00
				Subtotal	\$137,700.00
				10% Contingencies	\$13,770.00
				Construction Total	\$151,470.00
				35% Construction Costs	\$53,014.50
				Total Project Estimate	\$204,484.50

TOTAL PETITION ESTIMATE = \$205,000

lots 23
 Total cost per lot \$8,913.04

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84632

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lat 10, Main 16 FMC Carriage Oaks 2nd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 10, Main 16 FMC Carriage Oaks 2nd Addition

OCA #:

OCA TITLE: Lat 10, Main 16 FMC Carriage Oaks 2nd Addition

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$285,000.00	2999 Contractuals	\$285,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
REVENUE TOTAL:	\$285,000.00	EXPENSE TOTAL:	\$285,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

\$

Revising 468-8463:
Lot 10, m 16, fmc

**PETITION
SANITARY SEWER IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION - PHASE 1**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a sanitary sewer system, including necessary manholes, pipes, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$285,000.00 [Two Hundred Eighty Five Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 15 thru 25, Block B and
Lots 1 thru 13, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (24 lots):**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

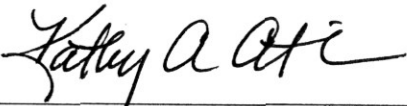
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	6/24/18	Lots 15 thru 25, Block B and Lots 1 thru 13, Block C all in Carriage Oaks 2nd Addition, to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18



Deputy City Clerk



Project: Carriage Oaks 2nd Addition
 Type: Sanitary Sewer
 Date: 05/25/2018
 Prep. by PEC
 Project # 35-170638-000-5526

Phase 1 Sanitary Sewer - Petition Estimate

Approx					
Item No.	Quantity	Unit	Item	Unit Cost	Total Cost
1	3000	LF	8" Pipe	\$28.00	\$84,000.00
2	17	EA	4' Dia. Manhole	\$3,250.00	\$55,250.00
3	1	EA	8" Stub & Plug	\$750.00	\$750.00
4	24	EA	4" Sewer Service Connection	\$700.00	\$16,800.00
5	160	LF	Excavatable Flowable Fill	\$90.00	\$14,400.00
6	3000	LF	Air Testing	\$1.00	\$3,000.00
7	1	LS	Erosion Protection	\$3,000.00	\$3,000.00
8	1	LS	Site Clearing	\$3,000.00	\$6,500.00
9	1	LS	Site Restoration	\$2,000.00	\$8,000.00
				Subtotal	\$191,700.00
				10% Contingencies	\$19,170.00
				Construction Total	\$210,870.00
				35% Construction Costs	\$73,804.50
				Total Project Estimate	\$284,674.50

TOTAL PETITION ESTIMATE = \$285,000

lots 24
 Total cost per lot \$11,875.00

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ☐ ORDERED BY WCC ☒ PETITION

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-84861

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 8-21-2018 REQUEST DATE:

PROJECT #: PROJECT TITLE: Veranda Circle Ph 1- Carriage Oaks 2nd Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Veranda Circle Ph 1 - Carriage Oaks 2nd Addition

OCA #: OCA TITLE: Veranda Circle Ph 1 - Carriage Oaks 2nd Addition

PERSON COMPLETING FORM: Janis Edwards PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey PHONE #: 268-4624

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$834,000.00	2999 Contractuals	\$834,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$834,000.00

EXPENSE TOTAL: \$834,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DATE: 07/26/18

DEPARTMENT HEAD: 

DATE: 8/6/18

BUDGET OFFICER: 

DATE: 7/30/18

CITY MANAGER:

DATE:

\$

Revising Veranda Cir.
84861
472-84861
Carriage Oaks Add.

**PETITION
PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION - PHASE 1**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement (29' Bk-Bk) on Carriage Oaks from 19th St. N to Steeplechase; Steeplechase from the East line of Reserve B through Steeplechase Court, up to and including the cul-de-sac; and Steeplechase Court up to and including the cul-de-sac; Bike Path from Steeplechase to Red Bud Trail; and Parking; with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$834,000 [Eight Hundred Thirty Four Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 25, Block B and
Lots 1 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **as follows:**

Lots 18 thru 25, Block B and Lots 1 thru 13, Block C shall each pay an equal share of $\frac{3}{4}$ of the cost of the improvements; Lot 1 thru 3, Block A, Lots 1 thru 17, Block B and Lots 14 thru 19, Block C shall each pay an equal share of $\frac{1}{4}$ of the cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

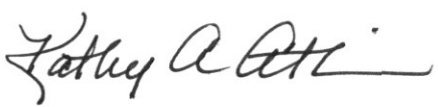
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	6/26/18	Lots 1 thru 3, Block A Lots 1 thru 25, Block B and Lots 1 thru 19, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18.




Deputy City Clerk

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84635

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: SWD 360 Carriage Oaks 2nd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: SWD 360 Carriage Oaks 2nd Addition

OCA #: _____

OCA TITLE: SWD 360 Carriage Oaks 2nd Addition

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$610,000.00	2999 Contractuals	\$610,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$610,000.00

EXPENSE TOTAL: \$610,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 07/26/18

DATE: 8/6/18

DATE: 7/30/18

DATE: _____

\$
Revising SWD 360
468-84635
Carriage Oak Add.

**PETITION
STORM WATER DRAIN IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a Storm Water Drain, including Mass Grading and associated drainage pipes to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$610,000 [Six Hundred Ten Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A,
Lots 1 thru 25, Block B, and
Lots 1 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (47 lots):**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
<i>Kathy Atkins</i>	<i>6/26/18</i>	Lots 1 thru 3, Block A, Lots 1 thru 25, Block B, and Lots 1 thru 19, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18.

[Signature]
Deputy City Clerk



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85476

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: Veranda Ph 2- Carriage Oaks 2nd Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: Veranda Ph2 - Carriage Oaks 2nd Addition

OCA # : _____

OCA TITLE: Veranda Ph 2- Carriage Oaks 2nd Addition

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey

PHONE #: 268-4624

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$671,000.00	2999 Contractuals	\$671,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$671,000.00

EXPENSE TOTAL: \$671,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 07/31/18

DATE: 8/6/18

DATE: 7/30/18

DATE: _____

\$

472-85476

PETITION
PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS
CARRIAGE OAKS 2ND ADDITION – PHASE 2

TO: The Mayor and City Council (the “Governing Body”) •
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29' Bk-Bk) on Veranda from 19th St. N to Steeplechase; Steeplechase from Veranda to the East line of Reserve B; and Steeplechase Court up to and including the cul-de-sac; Bike Path from Steeplechase to Red Bud Trail; with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$671,000 [Six Hundred Seventy One Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A,
Lots 1 thru 17, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (26 lots):**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	6/26/18	Lots 1 thru 3, Block A, Lots 1 thru 17, Block B, and Lots 14 thru 19, Block C all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.

Kathy A. Atkins, Vice President of Slawson Commercial Properties, LLC

THIS PETITION was filed in my office on 7-17-18


Deputy City Clerk



(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-277

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 10, MAIN 16, FOUR MILE CREEK SEWER – CARRIAGE OAKS 2ND ADDITION-PHASE 1/WEST OF GREENWICH, SOUTH OF 21ST) (468-84632).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-283** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district to be assessed for the cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a sanitary sewer system, including necessary manholes, pipes, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$285,000.00 (Two Hundred Eighty Five Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 15 thru 25, Block B and
Lots 1 thru 13, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas**

(d) The proposed method of assessment is: **equally per lot (24 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-278

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 360 – CARRIAGE OAKS 2ND ADDITION/WEST OF GREENWICH, SOUTH OF 21ST) (468-84635).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-284** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost and the scope of the improvements and the extent of the proposed improvement district to be assessed for the cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Water drain, including Mass Grading and associated drainage pipes to serve Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is; **\$610,000 (Six Hundred Ten Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 25, Block B, and
Lots 1 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (47 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-279

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS – CARRIAGE OAKS 2ND ADDITION-PHASE 1/WEST OF GREENWICH, SOUTH OF 21ST) (472-84861).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-285** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district to be assessed for the cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29’ Bk-Bk) on Carriage Oaks from 19th St. N to Steeplechase; Steeplechase from the East line of Reserve B through Steeplechase Court, up to and including the cul-de-sac; and Steeplechase Court up to and including the cul-de-sac; Bike Path from Steeplechase to Red Bud Trail; and Parking; with drainage to be installed where necessary.

(b) The estimated or probable cost of the proposed Improvements is: **\$834,000 (Eight Hundred Thirty Four Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 25, Block B and
Lots 1 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **as follows:**

Lots 18 thru 25, Block B and Lots 1 thru 13, Block C shall each pay an equal share of $\frac{3}{4}$ of the cost of the improvements; Lots 1 thru 3, Block A, Lots 1 thru 17, Block B and Lots 14 thru 19, Block C shall each pay an equal share of $\frac{1}{4}$ of the cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-280

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 15, MAIN 16, FOUR MILE CREEK SEWER – CARRIAGE OAKS 2ND ADDITION PHASE 2/WEST OF GREENWICH, SOUTH OF 21ST) (468-85350).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a sanitary sewer system, including necessary manholes, pipes and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$205,000.00 (Two Hundred Five Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 14, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (23 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-281

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS-CARRIAGE OAKS 2ND ADDITION PHASE 2/WEST OF GREENWICH, SOUTH OF 21ST) (472-85476).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The Improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement (29' Bk-Bk) on Veranda from 19th St. N to Steeplechase; Steeplechase from Veranda to the East line of Reserve B; and Steeplechase Court up to and including the cul-de-sac; Bike Path from Steeplechase to Red Bud Trail; with drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: **\$671,000.00 (Six Hundred Seventy One Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 17, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

- (d) The proposed method of assessment is: **equally per lot (26 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-282

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – CARRIAGE OAKS 2ND ADDITION-PHASE 1/WEST OF GREENWICH, SOUTH OF 21ST) (448-90451).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-282** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district to be assessed for the cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$132,000.00 (One Hundred Thirty Two Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 18 thru 25, Block B and
Lots 1 thru 13, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas.**

(d) The proposed method of assessment is: **equally per lot (21 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 24, 2018)

RESOLUTION NO. 18-283

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – CARRIAGE OAKS 2ND ADDITION PHASE 2/WEST OF GREENWICH, SOUTH OF 21ST) (448-90914).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$106,000.00 (One Hundred Six Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Lots 1 thru 3, Block A
Lots 1 thru 17, Block B, and
Lots 14 thru 19, Block C
all in Carriage Oaks 2nd Addition to Wichita, Sedgwick County, Kansas**

(d) The proposed method of assessment is: **equally per lot (26 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery (ASR) 2017 Accounting Model and Annual Report (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City of Wichita is required to provide an annual accounting of water volumes withdrawn and recharged into the Equus Beds Aquifer as a condition of the permit to operate the ASR project. One of the conditions placed on the project by the chief engineer of the Division of Water Resources (DWR) is the use of a hydrogeological computer model (MODFLOW) to determine the amount of recharge credits available for appropriation.

The original hydrogeological model was developed by Burns and McDonnell Engineering Company (BMcD) and the United States Geological Service to track all of the water uses in the project area.

Analysis: BMcD was originally selected as the service provider for other ASR tasks, through a competitive process. With its specific experience and knowledge of the model, selecting BMcD to provide the accounting report removes the learning expense another firm would introduce and reduces the other resources necessary to facilitate data acquisition and report preparation. Purchasing has indicated concurrence with the renewal of this sole-source procurement.

The proposed agreement between the City and BMcD provides for:

- Updates to the MODFLOW model with 2017 data, and calculation of recharge credits.
- Generation of the 2017 Annual Report and submittal to DWR.

Financial Considerations: Payment to BMcD will be based on time related charges for labor and direct expenses, with the total of all payments not to exceed \$99,653. The agreement provides that any costs in excess of the stated limit will be agreed upon by both parties prior to the services being provided or expenses being incurred. Funding for the proposed agreement is available in the 2018 Adopted Budget for Water Production and Pumping operations.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize all necessary signatures.

Attachments: Exhibit “A” Non-Discrimination Agreement and Exhibit “B” Cost Estimate.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

2017 ASR ACCOUNTING MODEL & ANNUAL REPORT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY wishes to supplement their current staff capabilities in the areas of water resource planning, water rights administration, AND Aquifer Storage and Recovery.

WHEREAS, the major components of this PROJECT will include, but not be limited to providing engineering services to the City of Wichita Public Works and Utilities; and,

WHEREAS, the work will be conducted under the direction of the City Engineer or his designated representative.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

- A. The ENGINEER shall furnish professional services to complete the 2017 ASR Accounting Model & Annual Report. The major tasks for this work include:

1. Update the MODFLOW model with 2017 data.
2. Run the model and obtain 2017 results.
3. Calculate recharge credits
4. Generate 2017 report and submit to Division of Water Resources (DWR).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as requested.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT. EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- H. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the CITY. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire", under the

provisions of United States copyright laws. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works.

- I. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Worker's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. ENGINEER shall provide CITY thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- J. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials marked or otherwise identified by CITY and so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "B" and direct expenses, but the total of all payments shall not exceed \$99,653 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of

action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor

SEAL:

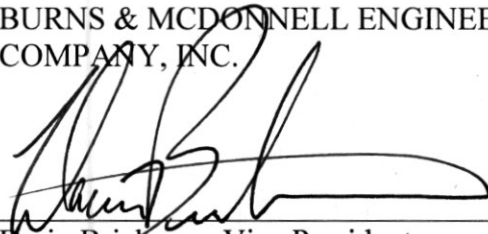
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. Magaña
for Jennifer Magaña, City Attorney

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.



Darin Brickman, Vice President

ATTEST:

EXHIBIT "A"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR
CONTRACTS OR AGREEMENTS

CITY OF WICHITA, KANSAS
WATER SUPPLY and TREATMENT
2017 ASR Accounting Model & Annual Report

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination - Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination - Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination - Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish information and reports reasonably required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination - Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B
2017 ASR Annual Accounting Report
City of Wichita, Kansas

Task No.	Description	Hours	Total Task Cost
1	Update Accounting Model with 2017 Data	88	\$ 19,044
2	Run 2017 Accounting Model	16	\$ 4,163
3	Develop Aquifer Maintenance Credit accounting spreadsheets	16	\$ 4,063
4	Analyze model data	104	\$ 25,587
5	Prepare 2017 Accounting Model & Annual Report for City review	136	\$ 32,742
6	Meetings to review model updates and results	12	\$ 2,820
7	Project Management and QA/QC	44	\$ 11,234
	Total - 2017 ASR Annual Accounting Report	416	\$ 99,653

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Child Care Licensing Program Grant (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Accept the grant and approve the contract.

Background: On March 20, 2018, the City Council approved a grant application requesting \$379,815 from the Kansas Department of Health and Environment (KDHE) for the Child Care Licensing program for State Fiscal Year (SFY) 2019. This annual grant funds program activities including surveying and inspecting child care facilities, investigating complaints, and instructing classes for child care providers. On June 18, 2018, the City received notification from KDHE that the grant was approved for \$360,092. The grant funding period began on July 1, 2018.

Analysis: Although the grant award is less than the amount requested, Public Works & Utilities and Finance staff do not anticipate any negative impact to the Child Care Licensing program budget during the grant budget cycle (July 1, 2018 through June 30, 2019). One program staff member will be retiring in August 2018, and one position will be held vacant long enough to ensure that expenditures will not exceed the grant award and budgeted General Fund match.

Financial Considerations: The 2018 revised budget includes a General Fund match of \$177,000 for the Child Care Licensing program. Most of the General Fund contribution is recovered through fees for services. Combined with the KDHE grant, this will be sufficient to fund the Child Care Licensing program in 2018 and through the grant year ending June 30, 2019. The City will apply for this grant for SFY 2020 in March 2019, and the SFY 2020 grant amount will be announced in June 2019. Public Works & Utilities staff will continue to work with Finance in 2019 to evaluate future funding levels. Discussions between City and Sedgwick County staff continue regarding future opportunities for the child care licensing program.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended the City Council accept the grant award, approve the contract and authorize the necessary signatures.

Attachments: Grant / General Fund Budget worksheet, KDHE Aid to Local Program Universal Contract and Contract Attachment 18.

KDHE AID TO LOCAL PROGRAM
UNIVERSAL CONTRACT
Effective Date July 1, 2018

1. Parties to Contract

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. **City of Wichita, Department of Environmental Health** [LOCAL AGENCY]

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS CONTRACT THE PARTIES AGREE AS FOLLOWS:

2. Term of the Contract

- 2.1. The initial term of this Contract shall be from July 1, 2018, until June 30, 2019.
- 2.2. The Contract will renew each July 1st for an additional one (1) year period under the terms and conditions in effect at the end of the prior period. Each Party shall notify the other Party in writing no later than July 1st of each year of its desire to renew the contract.
- 2.3. There may be one (1) annual automatic renewal until June 30, 2020, unless sooner terminated.
- 2.4. The Contract Attachments shall renew in the same manner except that the amount of money available in each Contract Attachment may vary from year to year. Therefore, the Parties agree that the amount of each grant for each fiscal year shall be determined by the KDHE. The KDHE shall, on or before July 1 of each year, notify the Local Agency of the amount of the grant for each Contract Attachment. The Local Agency may agree to renewal of the Contract Attachment at the funding level proposed by the KDHE by cashing the first warrant of the new grant year.
- 2.5. The Contract may be terminated by either Party upon providing the other Party with thirty (30) days written notice of termination. KDHE may suspend or terminate the Contract upon immediate notification upon a breach or suspected breach by Local Agency of any provision of the Contract or any attachments thereof.

3. KDHE shall make payments to the Local Agency as specified in the attachment(s), which are made a part of this Contract.

4. Local Agency shall:

- 4.1. Establish and maintain accounting records that meet the requirements of generally accepted accounting principles.
- 4.2. Submit to the KDHE the Certified Expenditure Affidavits or Financial Status Reports and Program Progress Reports as outlined in the respective Contract Attachment, and to return to the KDHE within sixty (60) days of the end of the grant period all grant funds remaining unexpended at the end of the grant period. The final expense reports and revisions to the expense reports must be submitted within sixty (60) days of the end of the grant period if any remaining grant funds are to be received. The Local Agency shall keep copies of invoices to support their expenses.
- 4.3. Maintain time and attendance records that are sufficient to support salary expenditures for individual employees charged to each program. Such records must support salary distributions of employees chargeable to more than one program or cost objective to ensure that no more than 100% of an employee's time is charged to all programs combined.

- 4.4. Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], and to submit one complete copy of the single agency audit report to the KDHE within twelve (12) months after the end of the Local Agency's fiscal year.
- 4.5. Afford access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.
- 4.6. Hold as confidential all personal client information obtained or received from recipients of services under this Contract and not to disclose client information except in statistical, summary or other forms that do not identify individual clients, except upon request of the Secretary of KDHE, Kansas Legislative Division of Post Audit, U.S. Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives, or as otherwise provided by law.
- 4.7. Disclose personal health information (PHI) to the KDHE as requested pursuant to the Health Insurance Portability and Accountability Act (HIPAA) [See 45 C.F.R §164.512(b)], or as required by law.
- 4.8. Comply with all relevant federal requirements, including, but not limited to: the Age Discrimination Act of 1975 [42 U.S.C. §6101 *et seq.*], Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. §791 *et seq.*], Title IX of the Education Amendments of 1972 [20 U.S.C. § 1681 *et seq.*], Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d *et seq.*], The Drug Free Workplace Act of 1988 [41 U.S.C. §701 *et seq.*], The Federal Anti-Lobbying Act of 1990 [31 U.S.C. §1352 *et seq.*], and The Federal Pro-Children Act of 1994 [20 U.S.C. §6081 *et seq.*], which are incorporated by reference into this Contract.
- 4.9. Comply with statutes, rules and regulations pertaining to public health, including, but not exclusively K.S.A. 65-101 *et seq.*
- 4.10. Ensure that grant funds will not be used to supplant other Local Agency funds.
- 4.11. Ensure that any print or on-line publication produced in full or in part by a grant/contract with KDHE shall include an acknowledgement as follows: "Produced through the full or partial support of the Kansas Department of Health and Environment (KDHE). The content of this publication may not necessarily reflect the views of KDHE." Any conference supported by KDHE in full or in part shall include an acknowledgement: "Support for this conference is provided in full or in part by the Kansas Department of Health and Environment."
- 4.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of \$500.
- 4.13. Participate fully in any required evaluation study and/or on site inspection arranged within normal working hours.
- 4.14. Develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of K.S.A. 65-220 to 65-225.
- 4.15. Obtain the written approval of the KDHE before entering into any subcontract related to this Contract and/or any of the Contract Attachment(s).

- 4.16. Provide services which have meaningful access to persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act [(42 U.S.C. §2000d *et seq.*) and 45 C.F.R. §80.3(b)]. Meaningful access is to ensure that the Provider, its agents or subcontractors, and LEP person(s) can communicate effectively when services are being provided to LEP persons.
5. The Parties acknowledge and agree that:
 - 5.1. The Provisions found in Contractual Provisions Attachment (Form DA-146a), the Health Information Protection Attachment and the policy regarding Sexual Harassment which are attached hereto, are hereby incorporated in this Contract and made a part thereof.
 - 5.2. Payment(s) may be withheld by the KDHE if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in the Contract Attachment(s).
 - 5.3. All revenues received from the delivery of services related to KDHE grant awards shall be identified and reported. Such program income shall be retained by the Local Agency to further the objectives of the grant awards.
 - 5.4. KDHE may cancel this Contract upon thirty (30) days written notice if the Local Agency fails to submit reports as required in this Contract or in the Contract Attachment(s).
 - 5.5. Indirect costs and contributions will be accepted as part of the matching funds after the Local Agency has submitted an annual indirect cost proposal which meets the KDHE requirements.
 - 5.6. This Contract is contingent upon the availability of State or Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be unilaterally terminated without penalty by the KDHE upon thirty (30) days written notice.
 - 5.7. Adjustments in the Contract amount may occur within a grant year as additional funds become available, as funding levels are reduced or in the event that the Local Agency is unable to spend the funds allocated. In such cases the amount of any grant award attachment may be amended as follows:
 - 5.7.1. In the event that additional funds become available, the KDHE shall notify the Local Agency of the availability of additional funds. Acceptance of those funds by the Local Agency shall constitute an agreement to amend the Contract amount, and to expend the funds as specified in the Contract; or
 - 5.7.2. In the event that the Local Agency is unable to expend all of the funds allocated, the Local Agency shall notify the KDHE in writing of the amount of funds to be returned. KDHE may accept this as an amendment of the Contract by returning to the Local Agency a revised List of Grant Awards (LGA). The Local Agency's written notification, together with an amended LGA, shall constitute amendment of the identified Contract Attachment.
 - 5.8. This Contract may be otherwise amended as necessary by a formally executed written amendment agreed to by the Parties.
6. The Local Agency acknowledges and warrants that it is independently familiar with the conditions of participation required of it by the funding source to receive moneys hereunder, and further agrees to be

bound by those conditions, and that it is not relying on any representations made about the conditions of participation by KDHE or its employees.

7. Compliance with the PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS.

- 7.1. Congress has enacted a law, found at 41 U.S.C. 4712, that encourages employees to report fraud, waste, and abuse. This law applies to **all** employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", which requires all grantees, their subgrantees and subcontractors to:
 - 7.1.1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
 - 7.1.2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
 - 7.1.3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.
- 7.2. Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.
- 7.3. Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:
 - 7.3.1. Gross mismanagement of a federal contract or grant;
 - 7.3.2. A gross waste of federal funds;
 - 7.3.3. An abuse of authority relating to a federal contract or grant;
 - 7.3.4. A substantial and specific danger to public health or safety; or,
 - 7.3.5. A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- 7.4. To qualify under the statute, the employee's disclosure must be made to:
 - 7.4.1. A Member of Congress or a representative of a Congressional committee;
 - 7.4.2. An Inspector General;
 - 7.4.3. The Government Accountability Office;
 - 7.4.4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
 - 7.4.5. An official from the Department of Justice, or other law enforcement agency;
 - 7.4.6. A court or grand jury; or,
 - 7.4.7. A management official or other employee of the contractor, subcontractor, grantee, or

subgrantee who has the responsibility to investigate, discover, or address misconduct.

- 7.5. The Local Agency acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.
8. Non-Debarment Certification and Warranty.
- 8.1. The Local Agency acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.
- 8.2. The Local Agency, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.
9. This Contract supersedes the prior Universal Contract. The prior Universal Contract is hereby rescinded.

The Parties, through duly authorized representatives, agree to the terms and conditions of this Contract and have executed it as of the date shown below.

Jeff Andersen
Secretary
Kansas Department of Health and Environment

Date

Authorized Signature
City of Wichita, Department of Environmental Health

Alan King

Printed Name

Alan Director of Public Works

Title & Utilities

Date

Approved as to Form:

Jeff Conquerra

Jennifer L. Magana, City Attorney
and Director of Law

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

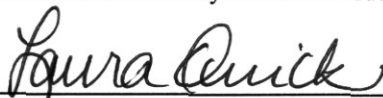
WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.


Signature

7/25/18
Date

Laura Quick
Printed Name

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2017.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

HEALTH INFORMATION PROTECTION ATTACHMENT

Specific Program Requirements:

Local Agency agrees to comply with applicable state and federal law regarding the use and dissemination of data, information and records obtained or maintained in the performance of this contract.

Local Agency agrees to use appropriate safety measures, including physical and technical safeguards, and the technology, policy and procedures for its use which reasonably protects the confidentiality, integrity and availability of data, information and records obtained or maintained in the performance of this contract.

Local Agency agrees to prevent the unauthorized access, use, disclosure, modification, destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract, including personal client information received from recipients of services under this contract, other than as provided for by this contract or by applicable state and federal law. Local Agency agrees to report to KDHE any attempted or successful unauthorized access, use, disclosure, modification, or destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract which it or its officers, employees, agents or subcontractors become aware.

Local Agency agrees to provide a list of the names of all Local Agency employees and agents who are given access to a System on which data, information and records are maintained to KDHE, and shall provide written notification to KDHE whenever any individual is added to or removed from the list. Written notification of the addition or removal of an employee or agent from the list shall be sent to KDHE within 24 hours after an employee is no longer employed by Local Agency, or an individual is no longer acting as an agent of the Local Agency. (Written notification may be provided prior to the time the employee is no longer employed or an individual is acting as an agent for the local agency.) Immediate notice shall be provided to KDHE by phone or email whenever an employee or agent is terminated for cause. The Local Agency shall provide notification required by this provision to the KDHE Contact Person for the System on the KDHE Contact List which will be located at:

<https://khap2.kdhe.state.ks.us/KGMS/>

Local Agency agrees to provide appropriate supervision and training to its employees and agents to ensure compliance with access to and confidentiality and use of data, information and records obtained or maintained in the performance of this contract, including but not limited to:

- a) Complying with the confidentiality and access provisions of this contract; and
- b) Protecting confidential data, software and equipment from unauthorized activities, including but not limited to unauthorized access, use, disclosure, modification, or destruction.

Local Agency agrees to report to KDHE any interference with system operations in an information system as soon as practicable, but no longer than 24 hours after the discovery of such disclosure. Notice to KDHE shall consist of notifying the KDHE by phone or email of the occurrence of an unauthorized use, disclosure or security incident, and shall identify such unauthorized use and identify all individuals engaged in such unauthorized use. Notification shall be provided to the KDHE Contact Person for the System on the KDHE Contact List.

Local Agency agrees to mitigate any harmful effect that is known to Local Agency of the use or disclosure of data, information or records obtained or maintained in the performance of this contract in violation of the requirements of this contract, and to communicate in writing such mitigation to KDHE.

Contract Attachment No. 18

LOCAL AGENCY: **City of Wichita, Department of Environmental Health**

PROGRAM: Child Care Licensing Program

TERM: Until Rescinded

AMOUNT: Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 18 are hereby incorporated into the KDHE Aid To Local Universal Contract (Universal Contract) and made a part thereof.

INTRODUCTION

The Child Care Licensing Program safeguards children in out-of-home child care through the establishment, inspection and enforcement of minimum state-wide standards for healthy, safe and developmentally appropriate care and the provision of education, technical assistance and consultation to child care providers. Child care facilities are required to be licensed and inspected. Local Agency is in a unique position to inspect facilities for compliance with the rules and regulations governing the maintenance of those facilities.

STATE AGENCY AGREES TO:

1. Make payments to the Local Agency as follows:
 - a. Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1 of each year, or upon processing of this Contract Attachment if later than July 1 of each year. *If the fiscal year award amount for the program period is \$2,000.00 or less, the total grant amount will be paid on or about July 1 of each year. No further payments will be made.*
 - b. Pay 12.5% of the fiscal year total grant amount on or about October 1 of each year.
 - c. Pay 12.5% of the fiscal year grant amount, less any unexpended grant funds from prior quarters, on or about November 15; February 15; and May 15 of each year. Such payments will be made upon receipt and acceptance of quarterly Program Progress Reports supported by appropriate statistics showing satisfactory progress toward meeting objectives, and quarterly Certified Expenditure Affidavit forms showing expenditures from grant and Local Agency matching funds and fees for services. Payments may be increased upon receipt and acceptance of Affidavit forms showing additional approved expenditures from grant funds. Total payments for the fiscal year grant amount shall not be exceeded as stipulated in this Contract Attachment.

Effective 7/1/2018

- d. Pay 12.5% of the fiscal year grant amount on or about January 1 and April 1 of each year. Such payments will be made after an evaluation is made to determine if grant funds previously advanced have been expended in accordance with grant objectives.
2. Forward to the Local Agency on or about July 1 of each year a copy of the Notice of Grant Award Amount and Summary of Program Objectives that contains the State Fiscal Year objectives.
3. That the State Agency will notify the Local Agency, approximately three months in advance, of facilities that are in need of annual review.

LOCAL AGENCY AGREES TO:

4. Conduct the Child Care Licensing Program in accordance with the Kansas Administrative Regulations.
5. Conduct the Child Care Licensing Program in accordance with the State Agency Child Care Facilities Policy and Procedural Manual.
6. Submit to the State Agency, within fifteen (15) days after the end of each quarter of the Contract period, the quarterly Financial Status Report.
7. Submit to the State Agency, within 15 days after the end of each quarter the Program Progress Report supported by appropriate statistics to document the level of regulatory activity, the number of clients served and satisfactory progress toward meeting the following requirements:
 - a. Provide regulatory activity in each of the following service areas in accordance with the State Agency Child Care Facilities Policy and Procedural Manual and in accordance with the plan developed by the Local Agency to improve the delivery of regulatory services.
 - (1) Pre-application activity: provide required orientation for prospective child care provider applicants at least monthly, more often as needed and upon demand if less than one inquiry per month is received;
 - (2) Application activity:
 - A. forward paper-based applications for the licensure of programs to KDHE CCL immediately upon receipt;
 - B. direct applicants to the KDHE CCL webpage to submit an application online;
 - (3) Inspection activity: conducting surveys and related tasks necessary to determine compliance with statutes and regulations, utilizing the web-based CLARIS inspection tools, equipment and technology deemed necessary by the State Agency to conduct the surveys;
 - (4) Complaint activity: conducting all required activity related to intake and investigation of complaints concerning illegal child care or regulation violations

using the web-based CLARIS system;

- (5) Community outreach activity: establishing the Local Agency as the local contact for reporting concerns of poor child care practices and violations of regulations; publicity and presentations directed to parents and the public promoting community awareness of the importance of regulation, where to report illegal child care or poor quality child care, referring requests from parents and agencies specified by K.S.A. 65-506 for child care facility availability to Kansas licensed day care resource and referral agencies; coordinating activities with DCF, Child Care Aware of Kansas, and other agencies and organizations; and
 - (6) Recruiting child care providers: participate in community activities to inform how to become a child care provider; develop training for and/or providing training to child care providers.
- b. Ensure that local policies and procedures reflect positive customer service and support timely and effective service delivery.
 - c. Participate in child care facility surveyor and grant training provided or mandated by State Agency.
- 8. Maintain qualification requirements for Child Care Facility Surveyor positions which are at or are upgraded to the professional level. [RN or 4 year degree in nursing, early childhood or elementary education, child development, human development, social work or a related field.] Where surveyors are qualified at the special technical level [AA degree in child development, early childhood education, child care administration or LPN with training or experience in child care or child health], qualification requirements will be maintained or increased. Where Child Care Facility Surveyor duty assignments have been 'grand-fathered in' below the special technical level they may be maintained for the incumbent. New surveyors will be qualified at the professional or special technical level.
 - 9. Child Care Facility Surveyor duties shall include all day care home/child care center/preschool/school age program initial and annual surveys, all day care home/child care center/preschool/school age program complaint investigations, and orientation training. Assistant Surveyor duties may include routine relicensing inspections for day care homes; routine compliance checks; accompanying and assisting the Child Care Facility Surveyor in their surveyor duties. Assistant Surveyor duty assignments will require completion of a post high school professional technical education or training program, with course work in a health-related field, public health, child development, behavioral sciences, or home economics and related work experience with children and families.
 - 10. Submit a budget to the State Agency, on or about July 1, outlining projected expenditures for grant funds and Local Agency funds, which is to be approved by appropriate State Agency program staff, and is hereby incorporated in this Contract Attachment and made a part hereof. Failure to submit this budget may result in the withholding of future payments by the State Agency.

Effective 7/1/2018

11. Maintain financial records documenting the expenditures made with the funds received under this Contract Attachment for auditing purposes.

IT IS MUTUALLY AGREED THAT:

12. The federal child care funds will be used to supplement and not supplant local, state and federal public funds expended by the Local Agency for the Child Care Licensing Program.
13. Tender and acceptance of the first payment of the fiscal year shall constitute formal acceptance of the terms of the program objectives, which shall be incorporated by reference into the Universal Contract.
14. This Contract Attachment No. 18 supersedes any prior Contract Attachment No. 18.
15. Failure to comply with this Contract Attachment No. 18 may result in reduction of funds or cancellation of the Contract Attachment No. 18.

Jeff Andersen
Secretary
Kansas Department of Health & Environment

Date

Authorized Signature
City of Wichita, Department of Environmental Health

Alan King
Printed Name

Director of Public Works & Utilities
Title

Date

Approved as to Form:

Jennifer L. Magana, Director of Law

Effective 7/1/2018

**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: Kansas Department of Transportation (KDOT) Agreement for Mt. Vernon from Broadway to Southeast Boulevard (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On August 19, 2008, the City Council approved an agreement with MKEC Engineering Inc. for design of improvements to Mt. Vernon from Broadway to Southeast Boulevard. The project was under design when the economic downturn occurred and was put on hold as other projects were deemed to be a higher priority. On September 5, 2017, the City Council approved Supplemental Agreement No. 1 to complete the design and bring it up to current design standards due to federal funds being awarded to the project. On December 5, 2017, the City Council approved the design concept.

Analysis: The agreement with KDOT allows the City to use \$3,000,000 in federal funding allocated through the Wichita Area Metropolitan Planning Organization (WAMPO) to construct the project. The funding matches what is programmed in the Transportation Improvement Program (TIP) and the Adopted 2018-2027 Capital Improvement Program for 2019.

Financial Considerations: The overall project budget is unchanged. Staff will bring the project back to the City Council to ask for approval of the construction funding in early 2019.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

PROJECT NO. 87 N-0660-01
CMQ-N066(001)
RECONSTRUCTION
CITY OF WICHITA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Wichita, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has requested and Secretary has authorized a reconstruction project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.
- C. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"City"** means the City of Wichita, Kansas, with its place of business at 455 N. Main Wichita, KS 67202.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **constructing a three lane roadway, including on-street bicycle lanes, crosswalks, sidewalks, and signal upgrades on Mt. Vernon from Broadway to Southeast Boulevard in Wichita, Kansas**, and is the subject of this Agreement.
20. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.
2. **Payment of Costs.** The Secretary agrees to reimburse the City for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency

Items) and Construction Engineering, but not to exceed \$1,441,112.00 in FFY 2019 CMAQ funds and \$1,558,888.00 in FFY 2020 AC CMAQ funds for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$3,750,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the current version of the City's approved 2015 Project Development Procedures Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the City's approved 2012 Project Development Procedures Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

6. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 5 above. The Design Plans must

be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

7. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 5 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 5 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

8. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any

person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

9. **Prevailing Wages.** The City will require the Contractor to pay prevailing wages. The City will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The City can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

10. **Required Construction Contract Provisions.** The City will obtain the mandatory Required Contract Provisions from KDOT's Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

11. **Performance Bond.** The City further agrees to require the Contractor to provide a *performance bond* in a sum not less than the amount of the contract as awarded.

12. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. *Intentionally Deleted.*

17. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste

prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City's approved 2015 Project Development Procedures Manual. Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) By City personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent

Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

22. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Entrance Control.** The City will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

26. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

27. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$3,750,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$3,750,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

28. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.

29. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

30. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible

for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

31. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

32. **Organizational Registration Requirements.**

(d) **Dun & Bradstreet.** If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(e) **System for Award Management.** The City agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

33. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

3. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

APPROVED AS TO FORM:

Kansas Department of Transportation
Secretary of Transportation



Jennifer Magaña, Director of Law and
City Attorney

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Acquisition of Right-of-Way at the Southwest Corner of Pawnee and Greenwich for the Greenwich Road – Harry Street to Pawnee Street Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 7, 2017, the City Council approved the funding for the improvement of Greenwich Road from Harry Street to Pawnee Street. The project calls for improving the roadway to three lanes, installing curb and gutter, installing storm sewers and the constructing sidewalks. The sidewalk on the west will be a ten-foot wide multi-use path. The intersection of Pawnee and Greenwich will be signalized. The project requires the acquisition of a strip of land as road right-of-way along both Pawnee and Greenwich at the southwest corner. The property is unimproved and is in agricultural use. The project will require the relocation of boundary fencing to the new property line.

Analysis: The proposed acquisition consists of 21,690 square feet. The proposed taking was valued at \$6,300. The appraisal did not include any compensation for relocating the property fence. The cost of this work is \$5,100. The owner agreed to accept \$11,400 for the proposed acquisition and the required fence work.

Financial Considerations: The funding source for the acquisitions is General Obligation Bonds. A budget of \$11,600 is requested. This includes \$6,300 for the land acquisition, \$5,100 for fencing and \$200 for recording costs, administrative fees and other miscellaneous costs associated with this acquisition.

Legal Considerations: The contract for conveyance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the acquisition and authorize the Mayor to sign all necessary documents.

Attachments: Contract for conveyance, tract maps and aerial map.

PROJECT: Greenwich – Harry to Kellogg

DATE: July 23, 2018

COUNTY: Sedgwick

TRACT NO.: 1 & 2

CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE

For Road Right-of-Way

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between:

Novick Family Partnership, L.P., a Kansas limited partnership, "Landowner(s)", and the City of Wichita, State of Kansas, a municipal corporation "City"

WITNESSETH, For consideration as hereinafter set forth, the Landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

Right of way, Exhibit #1

A tract of land for additional right of way purposes, lying in the NE1/4 of Sec. 4, T28S, R2E, Bearings are referenced to the Kansas State Plane Coordinate System, 1983, South Zone, and being more particularly described as follows:

Commencing at the northeast corner of said NE1/4; thence S00°53'41"E along the east line of said NE1/4, 175.00 feet; thence S89°03'27"W, parallel with the north line of said NE1/4, 50.00 feet to the west street right of way of Greenwich and the point of beginning; thence N00°53'41"W along said west right of way, 135.00 feet to a point 40.00 feet South of said north line, being the south right of way of Pawnee; thence S89°03'27"W along said south right of way, 280.00 feet; thence S00°53'41"E, parallel with said east line, 23.00 feet; thence S82°24'38"E, 80.89 feet to a point 75.00 feet South and 250.00 feet West of said northeast corner; thence N89°03'27"E, parallel with said north line, 175.00 feet to a point 75.00 feet West of said east line; thence S00°53'41"E, parallel with said east line, 100.00 feet to a point 175.00 feet South and 75.00 feet West of said northeast corner; thence N89°03'27"E, parallel with said north line, 25.00 feet to the place of beginning. The tract described contains 11,819 square feet or 0.27 acres, more or less.

And

Right of way, Exhibit #2

A tract of land for additional right of way purposes, lying in the NE1/4 of Sec. 4, T28S, R2E, Bearings are referenced to the Kansas State Plane Coordinate System, 1983, South Zone, and being more particularly described as follows:

Parcel A

Commencing at the northeast corner of said NE1/4; thence S89°03'27"W along the north line of said NE1/4, 330.00 feet; thence S00°53'41"E, parallel with the east line of said NE1/4, 40.00 feet to the south right of way of Pawnee, being the place of beginning; thence continuing S00°53'41"E, parallel with said east line, 23.00 feet; thence N82°24'38"W, 20.22 feet to a point 60.00 feet South and 350.00 feet West of said northeast corner; thence S89°03'27"W, parallel with said north line, 165.88 feet; thence N00°56'33"W, perpendicular to said north line, 20.00 feet to said south right of way; thence N89°03'27"E along said south right of way, 185.89 to the place of beginning.

Parcel B

Commencing at the northeast corner of said NE1/4; thence S00°53'41"E along the east line of said NE1/4, 175.00 feet; thence S89°03'27"W, parallel with the north line of said NE1/4, 50.00 feet to the west right of way of Greenwich, being the place of beginning; thence S00°53'41"E along said west right of way, 424.96 feet to a point 600.00 feet south of said northeast corner; thence S89°06'19"W, perpendicular to said west right of way, 10.00 feet; thence N00°53'41"W, parallel with said east line, 250.00 feet; thence N09°25'35"W, 101.11 feet to a point 75.00 feet West and 250.00 feet South of said northeast corner; thence N00°53'41"W, parallel with said east line, 75.00 feet to a point 175.00 feet south of the north line of said NE1/4; thence N89°03'27"E, parallel with said north line, 25.00 feet to the place of beginning.

The tracts described above contain 9,871 square feet or 0.23 acres, more or less.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the Landowner be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before August 17, 2018. Landowner shall surrender possession at closing.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

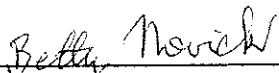
Real property to be acquired as right of way:	\$ <u>6,300.00</u>
Temporary construction easement	
Approximately _____ Sq. Ft. for temporary easement	\$ <u>NA</u>
Cost-to-Cure or Damages: <u>Fence</u>	\$ <u>5,100.00</u>
TOTAL	\$ <u>11,400.00</u>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq. excepting the potential claim for the relocation of the guardrail as described above.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

Novick Family Partnership, L.P.


 Betty Novick, Officer

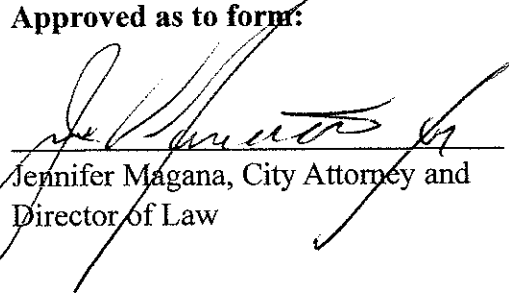
BUYER:

 Jeff Longwell, Mayor of the City of
 Wichita, Kansas, a municipal corp.

ATTEST:

 Karen Sublett, City Clerk

Approved as to form:


 Jennifer Magana, City Attorney and
 Director of Law

RIGHT OF WAY, EXHIBIT #1

Novick Family Partnership LP
710 S Hanley Rd, Apt 7D
Clayton, MO 63105-2656

265366

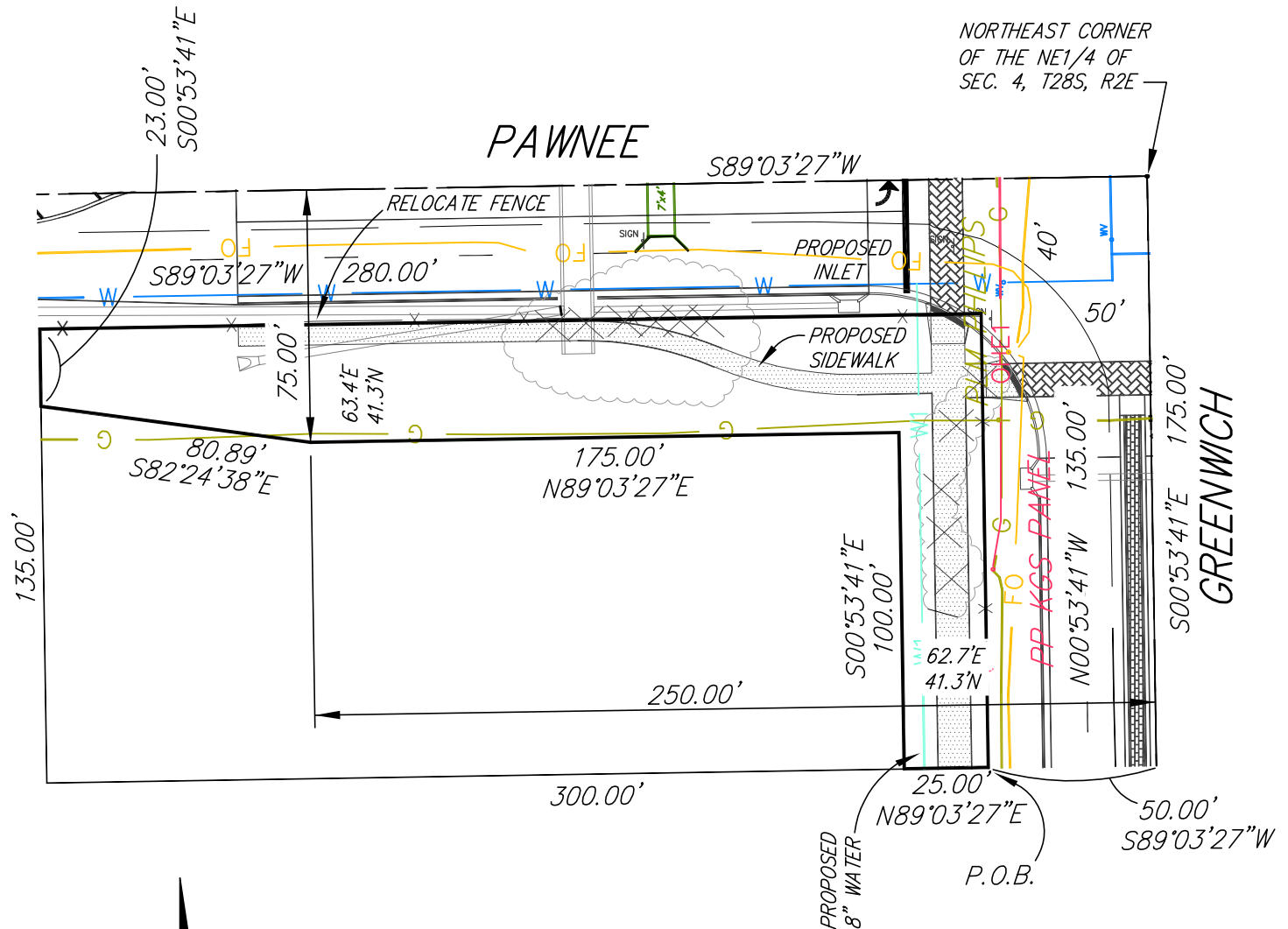
Right of Way Area: 11,819 Sq. Ft.±
0.27 Acres±

✕ = PROPOSED TREE REMOVAL

□ = PROPOSED ADDITIONAL STREET RIGHT OF WAY

(DISTANCE)E = EXISTING EDGE OF PAVEMENT TO NEW PROPERTY LINE

(DISTANCE)N = NEW EDGE OF PAVEMENT TO NEW PROPERTY LINE



924 NORTH MAIN WICHITA, KANSAS 67203
P (316) 221-3016 F (316) 264-4621
WWW.GARVERUSA.COM

RIGHT OF WAY, EXHIBIT #2

Novick Family Partnership LP
710 S Hanley Rd, Apt 7D
Clayton, MO 63105-2656

265365

Parcels A & B Right of Way Area
inclusive: 9,871 Sq. Ft.±
0.23 Acres±

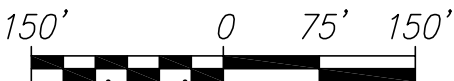
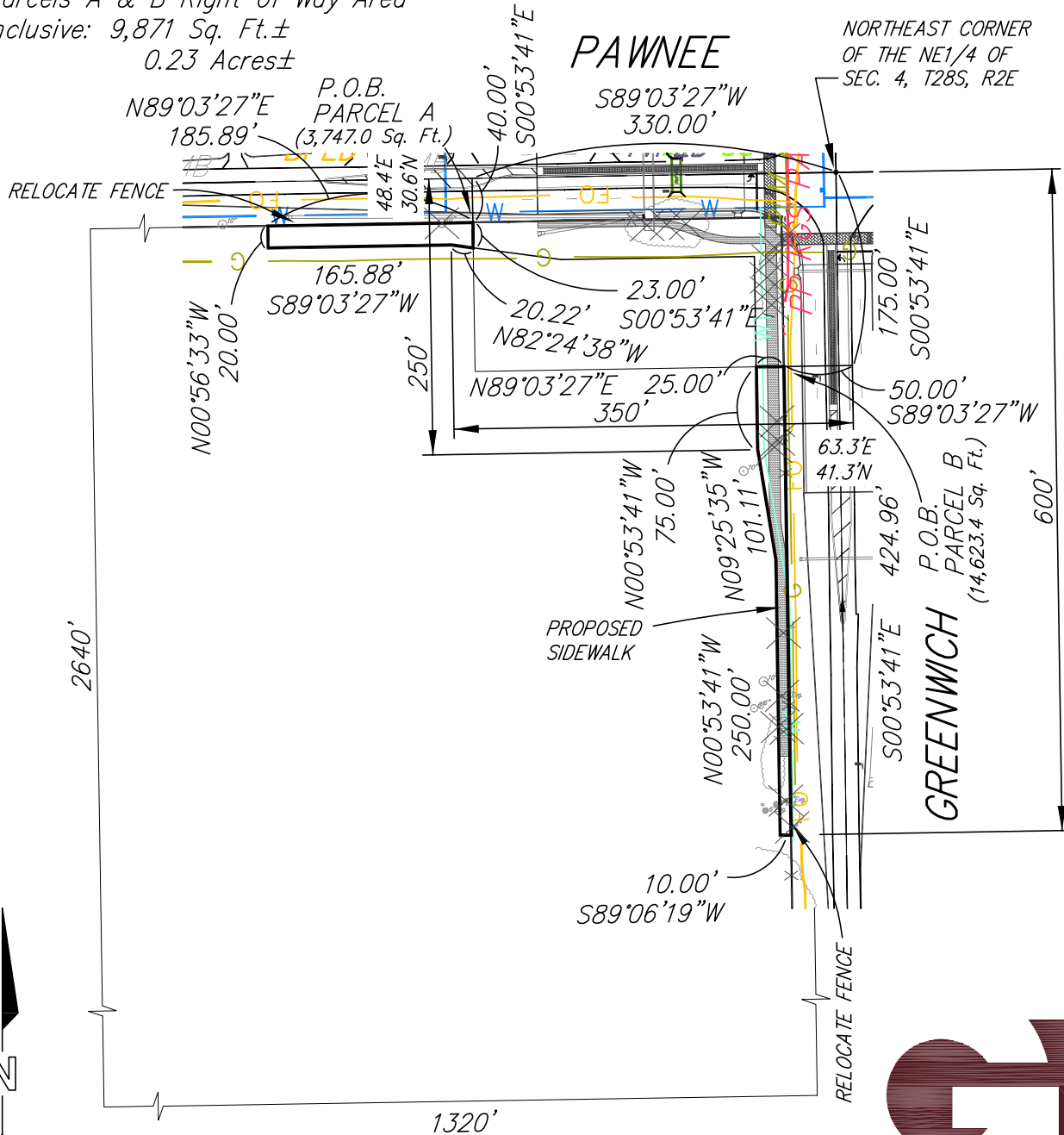


= PROPOSED TREE REMOVAL

= PROPOSED ADDITIONAL STREET RIGHT OF WAY

(DISTANCE)E = EXISTING EDGE OF PAVEMENT TO NEW PROPERTY LINE

(DISTANCE)N = NEW EDGE OF PAVEMENT TO NEW PROPERTY LINE



924 NORTH MAIN WICHITA, KANSAS 67203
P (316) 221-3016 F (316) 264-4621
WWW.GARVERUSA.COM

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Acquisition of Right-of-Way at 2332 South Greenwich Road for the Greenwich Road – Harry Street to Pawnee Street Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 7, 2017, the City Council approved the funding for the improvement of Greenwich Road from Harry Street to Pawnee Street. The project calls for improving the roadway to three lanes, installing curb and gutter, installing storm sewers and the constructing sidewalks. The sidewalk on the west will be a ten-foot wide multi-use path. The intersection of Pawnee and Greenwich will be signalized. The project requires the acquisition of a strip of land as road right-of-way as well as a temporary easement from the property at 2332 South Greenwich. The property is improved with a single family residence. The acquisitions do not impact the improvements but will require the relocation of boundary fencing to the new property line.

Analysis: The proposed acquisition consists of a 248 square foot triangular parcel at the southwest corner of the property. The temporary easement is 240 square feet to allow grade to be matched at the driveway. The proposed acquisitions were valued at \$420. The offer did not include compensation for relocating the property fence. The cost of this work is \$1,452. The owner agreed to accept \$1,872 for the proposed acquisition and the required fence work.

Financial Considerations: The funding source for the acquisitions is General Obligation Bonds. A budget of \$2,072 is requested. This includes \$420 for the land acquisitions, \$1,452 for fencing and \$200 for recording costs, administrative fees and other miscellaneous costs associated with this acquisition.

Legal Considerations: The contract for conveyance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the acquisition and authorize the Mayor to sign all necessary documents.

Attachments: Contract for conveyance and tract maps.

PROJECT: Greenwich – Harry to Kellogg

DATE:

COUNTY: Sedgwick

TRACT NO.: 13 & 14

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE

For Road Right-of-Way and a
Temporary Construction Easement

THIS AGREEMENT made and entered into this 2 day of Aug, 2018 by and between:

Michael D. and Sandra J. West, "Landowner(s)", and the City of Wichita, State of Kansas, a municipal corporation "City"

WITNESSETH, For consideration as hereinafter set forth, the Landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

Temporary Construction Easement, Exhibit #13

A tract of land for temporary easement purposes, lying in the SW1/4 of Sec. 34, T27S, R2E, being more particularly described as follows:

The East 10.00 feet of the West 20.00 feet of the South 24.00 feet of the North 68.00 feet of Lot 11, Spurrier's La Homa Acres, Sedgwick County, Kansas. The tract described contains 240 square feet or 0.01 acres, more or less.

And

Right of way, Exhibit #14

A tract of land for additional right of way purposes, lying in the SW1/4 of Sec. 34, T27S, R2E, being more particularly described as follows:

That part of Lot 11, Spurrier's La Homa Acres, Sedgwick County, Kansas, described as beginning at a point on the south line of said Lot 11 on the east right of way of Greenwich, being 10.00 feet East of the west line of said Lot 11; thence North along the said east right of way line, 69.52 feet; thence southeasterly, 70.24 feet to a point on said south line, said point being 10.00 feet East of the place of beginning; thence West along said south line, 10.00 feet to the place of beginning. The tract described contains 348 square feet or 0.01 acres, more or less.

It is understood and agreed that landowners are responsible for all property taxes on the above

Rev. 9-94

D. O. T.

Form No. 1716

described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the Landowner be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before August 1, 2018. Landowner shall surrender possession at closing.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way:	\$ <u>350.00</u>
Temporary construction easement:	\$ <u>70.00</u>
Cost-to-Cure or Damages: <u>fencing</u>	\$ <u>1,452.00</u>
TOTAL	\$ <u>1,872.00</u>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq. excepting the potential claim for the relocation of the guardrail as described above.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:


 Michael D. West


 Sandra J. West

BUYER:

 Jeff Longwell, Mayor of the City of
 Wichita, Kansas, a municipal corp.

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney and
Director of Law

RIGHT OF WAY, EXHIBIT #14

West, Michael D & Sandra J
2332 S Greenwich
Wichita, KS 67207

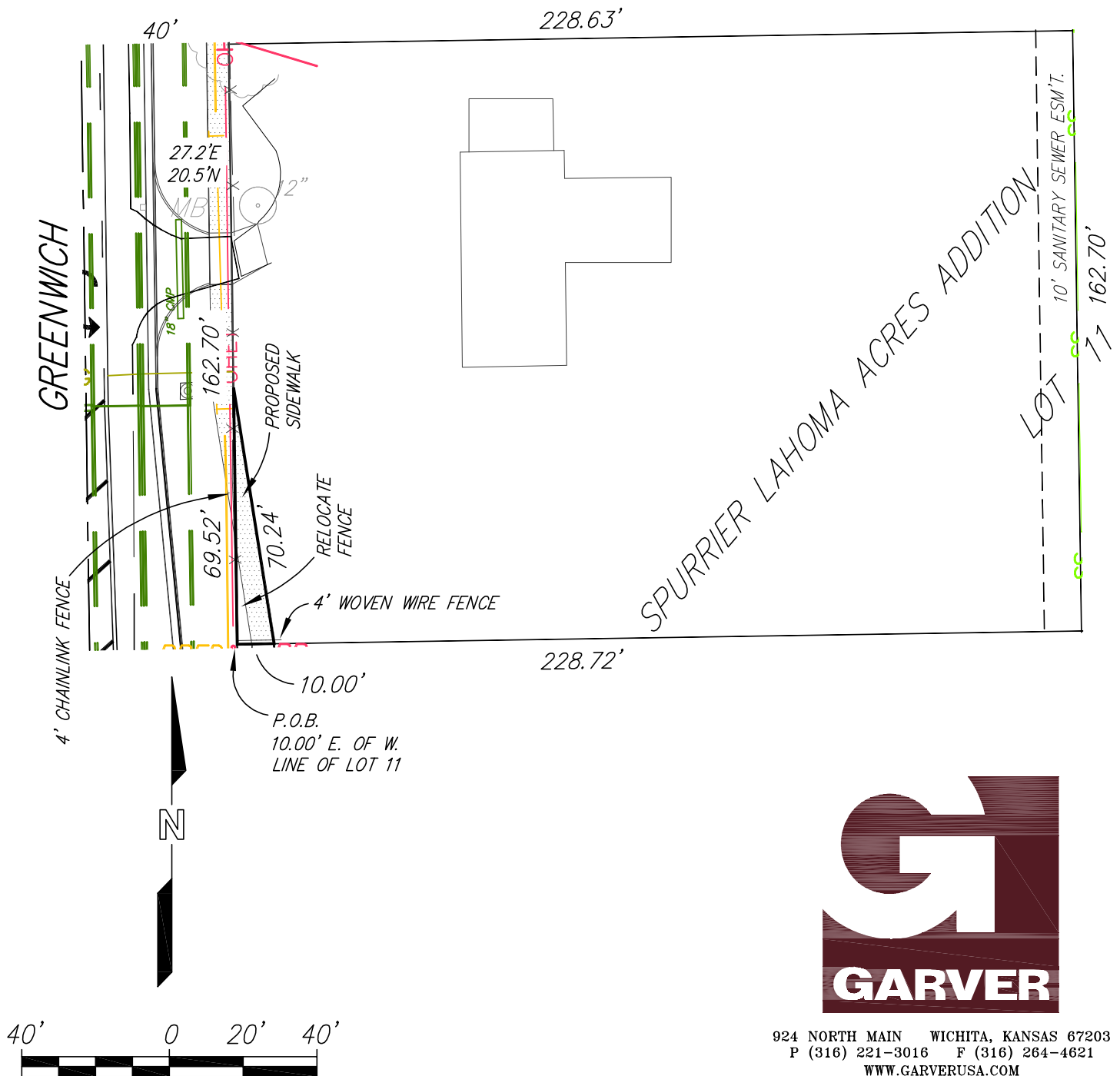
277445

Right of Way Area: 348 Sq. Ft.±
0.01 Acres±

 = PROPOSED ADDITIONAL STREET RIGHT OF WAY

(DISTANCE)E = EXISTING EDGE OF PAVEMENT TO NEW PROPERTY LINE

(DISTANCE)N = NEW EDGE OF PAVEMENT TO NEW PROPERTY LINE



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TEMPORARY CONSTRUCTION EASEMENT, EXHIBIT #13

West, Michael D & Sandra J
2332 S Greenwich
Wichita, KS 67207

277445

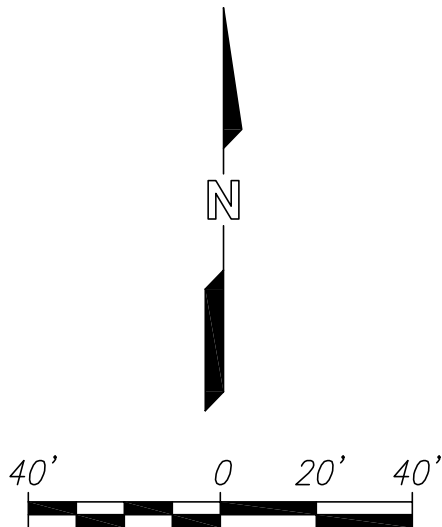
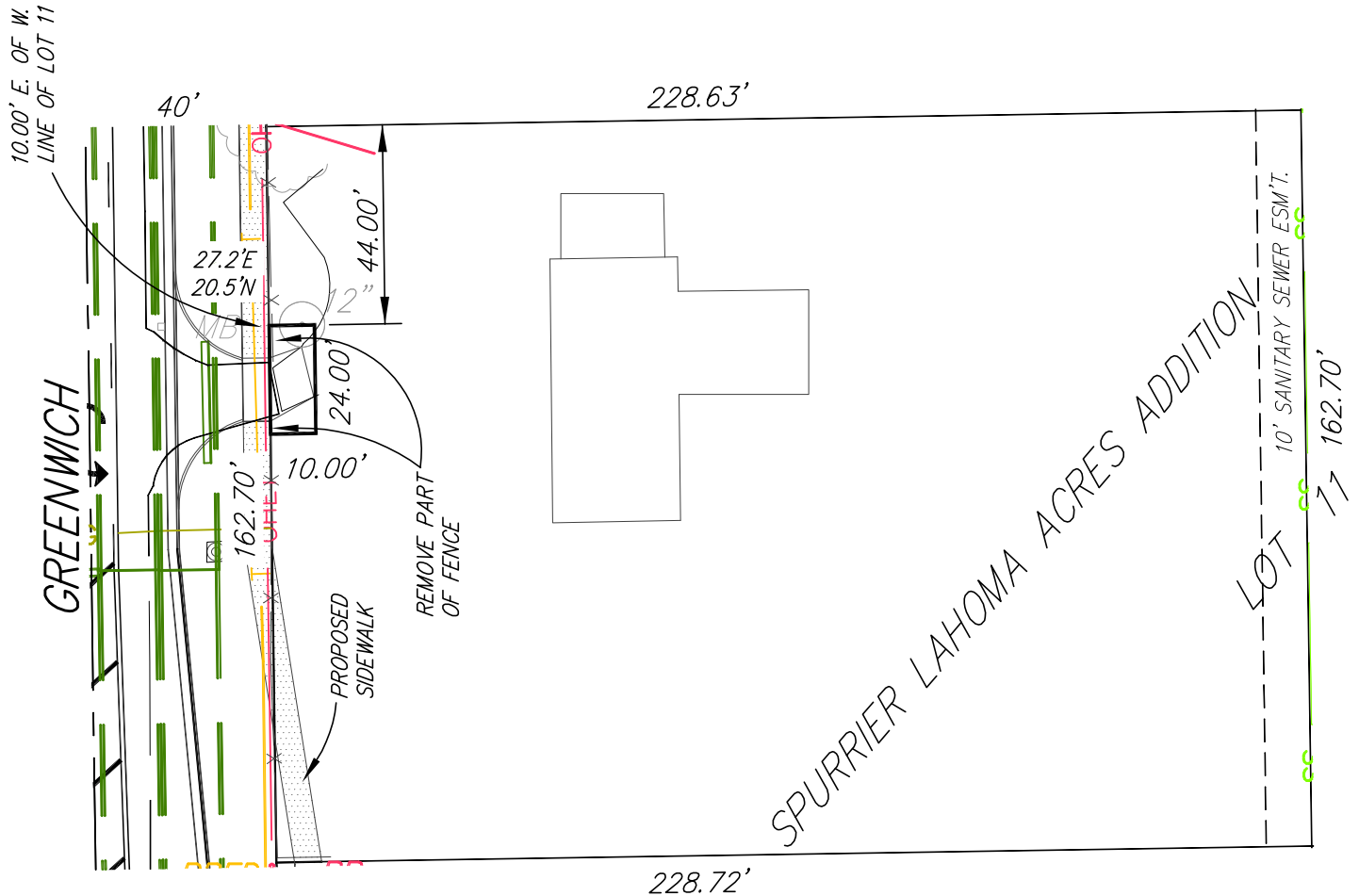
Easement Area: 240 Sq. Ft.±
0.01 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING EDGE OF PAVEMENT TO NEW PROPERTY LINE

(DISTANCE)N = NEW EDGE OF PAVEMENT TO NEW PROPERTY LINE



924 NORTH MAIN WICHITA, KANSAS 67203
P (316) 221-3016 F (316) 264-4621
WWW.GARVERUSA.COM

**City of Wichita
City Council Meeting
August 21, 2018**

TO: Mayor and City Council

SUBJECT: Funding and Change Order Limit Adjustment for 2nd Street from St. Francis to Washington (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget, amending resolution and change order modification resolution.

Background: On April 19, 2016, the City Council approved an agreement with TranSystems Corporation to develop design concepts for improvements to 2nd Street, St. Francis to Washington, and 1st Street, Mead to Washington. On February 7, 2017, the City Council approved the design concept and Supplemental Design Agreement No. 1 to complete the design of the project. On July 11, 2017, the City Council approved a budget of \$1,650,000 to construct the 1st Street project. On September 5, 2017, the City Council approved a revised budget of \$2,000,000 for the 1st Street construction which included paving, drainage, and aesthetic items after the project bid. On October 17, 2017, the City Council approved Supplemental Design Agreement No. 2 and increased the budget to \$2,020,000.

Analysis: Currently, 2nd Street is a two-lane, one-way road with on-street bike lanes, which will not change with the proposed improvements. The proposed design will include sidewalk bulb-outs to enhance pedestrian safety at intersections, traffic calming devices, lighting, landscaping, benches, sidewalk crossing improvements and reconstruction of the pavement.

Due to the size and the complexity of the project, staff recommends an increase in the change order limit to 4% of the bid amount, or \$120,000. Increasing the staff authority level for change order approval will not increase the project budget.

Financial Considerations: The existing budget of \$2,020,000 in General Obligation (GO) bond funding was approved on October 17, 2017. The Adopted 2018-2027 Capital Improvement Program includes \$2,500,000 in GO bond funding for 2018. Staff is requesting \$2,500,000 for the construction budget at this time for a total budget of \$4,520,000.

Legal Considerations: The Law Department has reviewed and approved the amending resolution and change order modification resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, and adopt the amending resolution and the change order modification resolution, and authorize the necessary signatures.

Attachments: Amending resolution, change order modification resolution and budget sheet.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2018

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85284

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE:

PROJECT #: 211556

PROJECT TITLE: 1st and 2nd Streets From St. Francis to Washington

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 1st and 2nd Streets From St. Francis to Washington

OCA #: 707101

OCA TITLE: 1st and 2nd Streets From St. Francis to Washington

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$2,020,000.00	\$2,500,000.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$2,020,000.00	\$2,500,000.00
	\$4,520,000.00	

Expense Object Level 3

2999 Contractuals	\$2,020,000.00	\$2,500,000.00	\$4,520,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$2,020,000.00	\$2,500,000.00	\$4,520,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION 18-284

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, **2nd Street between St. Francis and Washington and 1st Street between St. Francis and Washington** project covered by contract numbers **472-85284 and 472-85285** qualifies as such a major public work construction project. Continued, timely prosecution of that work is in the best interest of the public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, as authorized in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 21st DAY OF August 2018 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the change order limit governing the **2nd Street between St. Francis and Washington and 1st Street between St. Francis and Washington** project covered by contract numbers **472-85284 and 472-85285**. This modification grants City staff authority to approve change orders for the **2nd Street between St. Francis and Washington and 1st Street between St. Francis and Washington** project up to a cumulative cost not exceeding **four (4%)** of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA
ON THIS 21st DAY OF August, 2018.

JEFF LONGWELL, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

RESOLUTION NO. 18-285

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 17-370** of the City (the “Prior Resolution”), authorized the following described public improvements:

Design, staff oversight, right-of-way acquisition, relocation of utilities, construction to 2nd Street between St. Francis and Washington (472-85284) and 1st Street between St. Francis and Washington (472-85285), as necessary for a major traffic facility.

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Amendment. *Section 1* of **Resolution No. 17-305** is hereby amended to read as follows:

Section 1. Amendment. *Section 1* of **Resolution No. 17-225** is hereby amended to read as follows:

Section 1. Amendment. *Section 1* of the **Resolution No. 17-029** is hereby amended to read as follows:

Section 1. Amendment. *Section 1* of **Resolution No. 16-081** is hereby amended to read as follows:

Section 1. Amended Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of **\$4,520,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **April 19, 2016**, to the extent of Bonds authorized under the original version of **Resolution No. 16-081** and the Bonds may be issued to reimburse additional expenditures made on or after the date

which is 60 days before **February 7, 2017**, to the extent of Bonds authorized under the original version of **Resolution No. 17-029**, and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before **July 11, 2017**, to the extent of Bonds authorized under the original version of **Resolution No. 17-225**, and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before **September 5, 2017**, to the extent of Bonds authorized under the original version of **Resolution No. 17-305**, and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before **October 17, 2017**, to the extent of Bonds authorized under the original version of **Resolution No. 17-370** and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: Funding for I-135/K-96/K-254/I-235 (North Junction) Interchange Improvements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget and adopt the resolution.

Background: The North Junction interchange is a vital transportation node for Wichita and Sedgwick County, providing a critical connection between two interstate and two state highway systems. The facility was built nearly 50 years ago and no longer can safely or effectively accommodate current traffic demands, especially with an increase in freight travel. The interchange carries almost 100,000 vehicles each day with future projected counts of over 160,000 vehicles per day, including just under 16,000 trucks. The Kansas Department of Transportation (KDOT) has hired Professional Engineering Consultants (PEC) to develop plans to field check level (50%) for alleviating the most congested movements. There is currently no funding identified by KDOT for right-of-way acquisition, final design or construction.

On June 19, 2018, the City Council approved the authority to apply for a Better Utilizing Investments to Leverage Development (BUILD) grant and hire PEC to prepare the grant application.

On July 10, 2018, the City Council approved an agreement with Sedgwick County for an equal sharing of costs for submitting the BUILD grant, beginning right-of-way acquisitions and applying for Infrastructure for Rebuilding America grant funds later in 2018.

Analysis: This item was brought before the City Council on July 10, 2018. The resolution and budget sheet were inadvertently left off. Staff requests approval of the budget and resolution at this time.

Financial Considerations: The City will commit \$500,000 toward professional services, cost of right-of-way acquisition and grant applications. The Adopted 2018-2027 Capital Improvement Program includes \$500,000 in Local Sales Tax bond funding in 2018 for the North Junction. Sedgwick County has agreed to contribute \$500,000 of matching funds, for a total project budget of \$1,000,000.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Budget sheet and resolution.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2018-2019

CIP #: Page 29 #3

pg 64 #3

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 400 Freeways

ENGINEERING REFERENCE #: 472-85470

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: 8-21-2018

REQUEST DATE:

PROJECT #: 401513

PROJECT TITLE: North Junction

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: North Junction

OCA #: 705013

OCA TITLE: North Junction

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Mike Armour

PHONE #: 268-4598

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9720 G.O. Bonds	\$500,000.00
8079 Other County Aide	\$500,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$500,000.00
2999 Contractuals	\$500,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$1,000,000.00

EXPENSE TOTAL: \$1,000,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: Jan Jan

DEPARTMENT HEAD: Trinh Bui for Mark Manning

BUDGET OFFICER: Trinh Bui for Mark Manning

CITY MANAGER: _____

Print Form

DATE: 07/26/18

DATE: 8/6/18

DATE: 8/13/18

DATE: _____

RESOLUTION NO. 18-286

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

I-135/K-96/K-254/I-235 (North Junction) Interchange Improvements as necessary for a major traffic facility (472-85470).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,000,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 21, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

SECOND READING ORDINANCES FOR AUGUST 21, 2018 (FIRST READ AUGUST 14, 2018)

a. ORDINANCE NO. 50-830

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

Case No. ZON2018-00011

b. ORDINANCE NO. 50-831

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

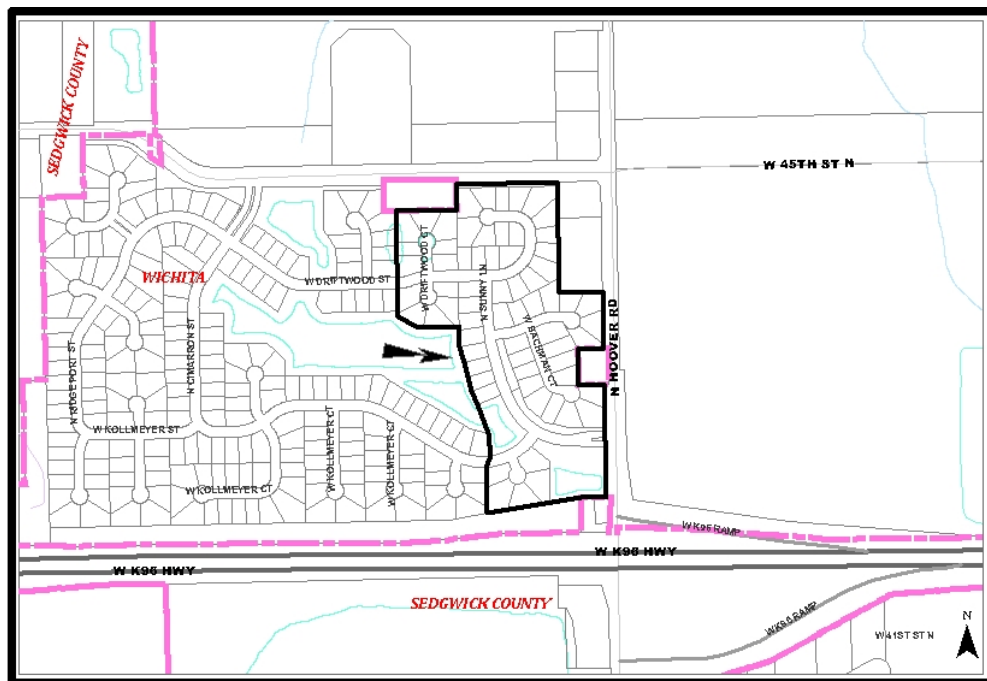
Case No. ZON2018-00020

c. ORDINANCE NO. 50-832

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

Case No. ZON2018-00021

Staff Recommendation: Approve the plat.



Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: Certificate of Petition
Restrictive Covenants

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, R & R Realty, LLC, a Kansas limited liability company, owners of EDGE WATER 3RD ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements
5. Entrance Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Edge Water 3rd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 11th day of July, 2018.

R & R Realty, LLC

By: 
Jay W. Russell, Manager

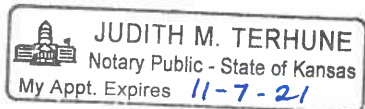
By: Ritchie Associates, Inc., Manager

By: 
Kevin M. Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-21)

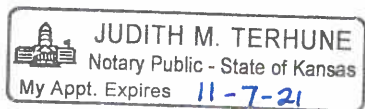
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 11th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-21)



RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of July, 2018, by R & R Realty, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

EDGE WATER 3RD

Lots 27 through 35, Block A
Lots 1 through 6, Block D
Lots 1 through 10, Block E

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.

R & R Realty, LLC

By: _____

Jay W. Russell, Manager

Ritchie Associates, Inc., Manager

By: _____

Kevin M. Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



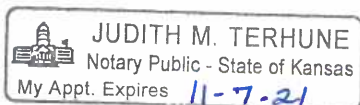
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-21)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 11th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-21)

RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of July, 2018, by
R & R Realty, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

EDGE WATER 3RD ADDITION

Lots 1 through 35, Block A

Lots 1 through 17, Block B

Lots 1 through 5, Block C

Lots 1 through 6, Block D

Lots 1 through 10, Block E

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", and "F", Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

Reserve "A" is hereby reserved for entry monuments, landscaping, drainage purposes, open space, utilities, and streets. The public shall not bear the cost of any repair or replacement of improvements within said Reserve "A" adversely affected by street construction, repair, or maintenance.

Reserve "B" is hereby reserved for open space, landscaping, playgrounds, swimming pools and related facilities, recreational areas, parking, drainage purposes, gazebos, entry monuments, lakes, screening walls, and sidewalks.

Reserve "C" is hereby reserved for entry monuments, open space, landscaping, drainage purposes, screening walls, streets as confined to easements, utilities, and sidewalks.

Reserve "D" is hereby reserved for open space, landscaping, gazebos, lakes, sidewalks, utilities as confined to easements, and drainage purposes.

Reserve "E" is reserved for open space, landscaping, berms, screening walls, drainage purposes, streets as confined to easement, and utilities.

Reserve "F" is hereby reserved for open space, landscaping, drainage purposes, screening walls, and pipelines as confined to easements.

Reserves "A", "B", "C", "D", "E" and "F" shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", and "F", as designated on the plat of Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", and "F", Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas, under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and said entity has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

5. That Edge Water 3rd Addition, being a re-plat of a part of Edge Water Addition and Edge Water 2nd Addition, will continue to share in the ownership and maintenance responsibilities of any such previously platted reserves.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots in Edge Water 3rd Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

R & R Realty, LLC

By: _____

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: _____

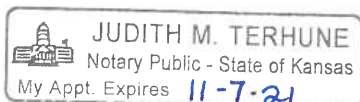
Kevin M. Mullen, President

STATE OF KANSAS)

COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune

Notary Public

(My Appointment Expires: 11-7-21)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 11th day of July, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-21)

City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

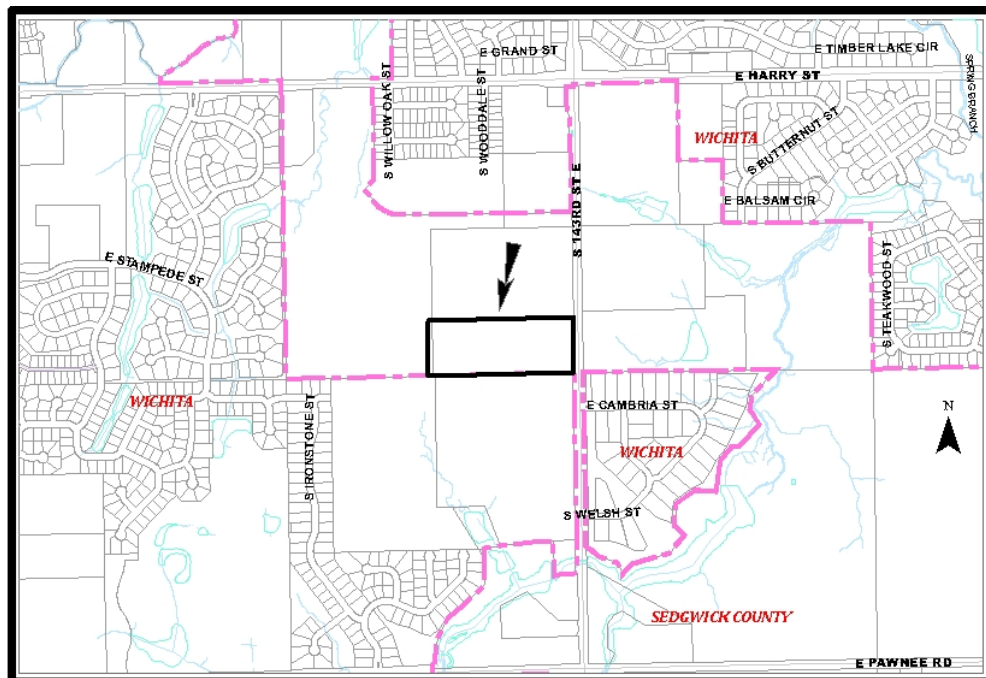
SUBJECT: SUB2018-00023 -- Plat of Home Base Addition Located South of East Harry Street, on the West Side of South 143rd Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (11-0). Protest petitions were submitted after the MAPC vote. Protest petitions are not valid in conjunction with plats and have no impact on the City Council vote.

Staff Recommendation: Approve the plat.



Background: The site consists of 90 lots on 15 acres and adjoins Wichita's boundary. Since annexation is a condition for approval of this plat, the corresponding annexation case is on the same agenda. After annexation, the site will be zoned Single-Family Residential (SF-5). The applicant has platted a Cluster Development with 21 lots under 5,000 square feet and permanent reserves to compensate for reduction in lot areas.

Analysis: The applicant has submitted a Certificate of Petition for sewer, water drainage and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Restrictive Covenant addressing the Cluster Development. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: Certificate of Petition
Restrictive Covenants

CERTIFICATE OF PETITIONS

STATE OF KANSAS)
COUNTY OF SEDGWICK)

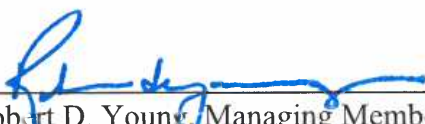
We, Murfin Acres, LLP, owners of Home Base Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

- | | |
|---|-------------|
| 1. Storm Water Drain | (\$467,000) |
| 2. Sanitary Sewer Main | (\$149,000) |
| 3. Sanitary Sewer Phase 1 | (\$275,000) |
| 4. Sanitary Sewer Phase 2 | (\$126,000) |
| 5. Sanitary Sewer Phase 3 | (\$108,000) |
| 6. Waterline Phase 1 | (\$136,000) |
| 7. Waterline Phase 2 | (\$ 83,000) |
| 8. Waterline Phase 3 | (\$ 64,000) |
| 9. Streets and Incidental Drainage Phase 1 | (\$393,000) |
| 10. Streets and Incidental Drainage Phase 2 | (\$397,000) |
| 11. Streets and Incidental Drainage Phase 3 | (\$325,000) |

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Home Base Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement.

Signed this 30 day of July, 2018.

MURFIN ACRES, LLP

By: 
Robert D. Young, Managing Member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 30th day of JULY, 2018, before me, a Notary Public, in and for the County and State aforesaid, came Robert D. Young, Managing Member of Murfin Acres, LLP, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

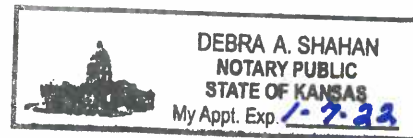
IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



Notary Public

SEAL

My Commission Expires: 01-07-2022



RESTRICTIVE COVENANT

THIS DECLARATION made this 30 day of JULY, 2018, by
Murfin Acres, LLP,
hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Home Base Addition to Wichita, Sedgwick County, Kansas

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed
of record on the 15-foot street, sidewalk, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of
grade, fences, earth berms, and mass plantings shall be prohibited within the said easement.
Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed
by the City Forestry Division, prior to installation. Further, the Declarant hereby declares that vehicular
parking shall be prohibited on the north side of Rosewood, on the south side of Woodcreek, on the east
side of Wooddale, and on the east side of Rosewood/Woodcreek adjacent to Lots 1 and 21, Block C.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a
covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Home
Base Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument
may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County.
No such waiver, termination or modification shall be effective until such written consent is recorded in the
office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.

MURFIN ACRES, LLP

By: _____

Robert D. Young
Managing Member

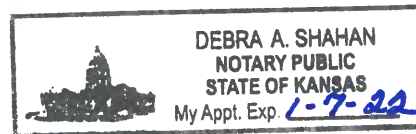
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 30 day of July, 2018 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Robert D. Young, Managing Member of Murfin Acres, LLP, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

My Commission Expires: 01-07-22



RESTRICTIVE COVENANT

THIS DECLARATION made this 30th day of JULY, 2018, by
Murfin Acres, LLP, the “Declarant”,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1-11, Block A; Lots 1-14, Block B; Lots 1-21, Block C; Lots 1-23, Block D; Lots 1-21
Block E; Reserves A through E, Home Base Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that the Cluster Development
Option of the SF-5 Zoning District of the Wichita – Sedgwick County Unified Zoning Code be
utilized for said property and certain restrictions are required for Reserves A, B, C, D, & E.

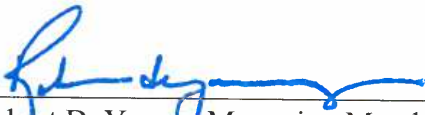
NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves A and C are hereby platted for open space, landscaping, entry
monuments, signage, public sidewalks, pedestrian trails, and utilities confined to easements.
2. That Reserves B and D are hereby platted for open space, drainage, landscaping,
public sidewalks, pedestrian trails, parking, and utilities confined to easements.
3. That Reserve E is hereby platted for open space, landscaping, pedestrian trails, and
utilities confined to easements.
4. That Reserves A through E shall not be further subdivided in the future.
5. That the use of Reserves A through E will continue in perpetuity for the purpose
specified.
6. That Reserves A through E shall not be turned into a commercial enterprise admitting
the general public at a fee.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to all lots, and reserves, as platted in Home Base Addition to Wichita, Sedgwick County, Kansas.

Executed the date and year first above written.


MURFIN ACRES, LLP

By: 
Robert D. Young, Managing Member

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 30TH day of JULY, 2018, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Robert D. Young, Managing Member of Murfin Acres, LLP, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

By: 
Notary Public

(My Commission Expires: 01-07-22)



RESTRICTIVE COVENANT

THIS DECLARATION made this 30th day of JULY, 2018, by
Murfin Acres, LLP, the “Declarant”,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1-11, Block A; Lots 1-14, Block B; Lots 1-21, Block C; Lots 1-23, Block D; Lots 1-21
Block E; Reserves A through E, Home Base Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the
maintenance and responsibility for the maintenance be placed of record for Reserves A, B, C, D, & E,
Home Base Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves A and C are hereby platted for open space, landscaping, entry
monuments, signage, public sidewalks, pedestrian trails, and utilities confined to easements.
2. That Reserves B and D are hereby platted for open space, drainage, landscaping,
public sidewalks, pedestrian trails, parking, and utilities confined to easements.
3. That Reserve E is hereby platted for open space, landscaping, pedestrian trails, and
utilities confined to easements.
4. That Reserves A through E, Home Base Addition, shall be conveyed to one or more
property owner’s associations no later than the date all lots in Home Base Addition are sold. Until
such conveyance, the Declarant shall be responsible for maintenance of Reserves A through E.

5. That Declarant hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the Reserves in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the Reserves under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in Home Base Addition, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to all lots, as platted in Home Base Addition to Wichita, Sedgwick County, Kansas.

Executed the date and year first above written.


MURFIN ACRES, LLP

By: 
Robert D. Young, Managing Member

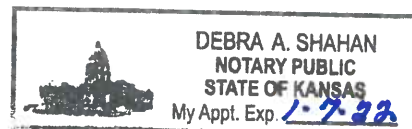
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 30th day of JULY, 2018, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Robert D. Young, Managing Member of Murfin Acres, LLP, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

By: 
Notary Public

(My Commission Expires: 01-07-2022)



City of Wichita
City Council Meeting
August 21, 2018

TO: Mayor and City Council

SUBJECT: A18-05: Murfin Acres, LLP Requests the Annexation of 15 Acres of Land for Residential Development, Generally Located on the West Side of South 143rd Street East and a Quarter Mile South of East Harry Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 15 acres of land, generally located on the west side of South 143rd Street East and a quarter mile South of East Harry Street. The annexation area abuts property located within the City of Wichita's incorporated area along its southern property line that is zoned SF-5 Single Family Residential (SF-5). The annexation request is related to SUB 2018-00023, Home Base Addition, a plat with 90 residential lots on 15 acres. The plat contains lots as small as 4,000 square feet. The property's zoning will convert to SF-5 Single Family Residential upon approval of the Annexation.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 15 acres zoned SF-20 Single Family Residential (SF-20) and is vacant and undeveloped. The SF-20 Single Family Residential zoning district has a minimum lot area of 20,000 square feet.

The zoning and related uses of the adjacent properties are:

North: SF-20, SF-5 Single Family Residential, LC Limited Commercial. Single Family homes, Undeveloped land.
East: SF-20 Single Family Residential. Large lot residential.
South: SF-5 Single Family Residential. Elementary school.
West: SF-5 Single Family Residential. Currently undeveloped.

Public Services: The City of Wichita Public Works and Utilities Department indicated as a part of the plat that the applicant will need to extend water and sewer onto the site, and have requested a utility plan from the applicant.

Street System: The annexation area abuts North Ridge Road (a paved two lane arterial street).

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 20 at 2255 South Greenwich. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 South Edgemoor Street.

Parks: The nearest park land is the W. B. Harrison Park, located about two miles west and north of this site, on the east side of South Webb Road and about 850 feet north of East Harry Street. The Park, Recreation and Open Space Master Plan identifies this as a "Community Park" for the City of Wichita.

School District: The annexation property is part of the Wichita School District 259. Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$19,740 with a total assessed value of \$5,922. Using the current City levy (\$32.686/\$1000 x assessed valuation), this property would yield approximately \$194 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating development of 90 residential lots, which is estimated to have a total appraised value (after completion) of approximately \$9 million. Assuming the current city levy remains about the same, this would yield approximately \$33,830 in city annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

(150004) PUBLISHED IN THE WICHITA EAGLE ON August 31, 2018

ORDINANCE NUMBER 50-834

CASE NUMBER A18-05

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A18-05)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

A tract in the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows:
BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence bearing North 0°58'16" West along the east line of said Southeast Quarter of the Northeast Quarter of Section 35 for a distance of 500.01 feet to a point 500.00 feet north of the south line of said Southeast Quarter of the Northeast Quarter of Section 35; thence bearing South 88°35'09" West, parallel with and 500.00 feet north of said south line of the Southeast Quarter of the Northeast Quarter of Section 35 for a distance of 1319.70 feet to the west line of said Southeast Quarter of the Northeast Quarter of Section 35; thence continuing bearing South 88°35'09" West, parallel with and 500.00 feet north of the south line of the Southwest Quarter of the Northeast Quarter of Section 35 for a distance of 40.34 feet to a point 500.00 feet north of the south line of the Southwest Quarter of the Northeast Quarter of Section 35 and 1360.00 feet west of the east line of said Southeast Quarter of the Northeast Quarter of Section 35; thence bearing South 0°58'16" East, parallel with and 1360.00 feet west of said east line of the Southeast Quarter of the Northeast Quarter of Section 35 for a distance of 500.01 feet to the south line of said Southwest Quarter of the Northeast Quarter of Section 35; thence bearing North 88°35'09" East along the south line of said Southwest Quarter of the Northeast Quarter of Section 35 for a distance of 40.40 feet to the Southwest Corner

of said Southeast Quarter of the Northeast Quarter of Section 35; thence continuing bearing North 88°35'09" East along the south line of said Southeast Quarter of the Northeast Quarter of Section 35 for a distance of 1319.64 feet to the POINT OF BEGINNING; subject to road purposes on the East 40 feet thereof; said tract containing 15.61 acres, more or less; EXCEPT for that part designated as 143rd Street Right-of-Way.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this August 28, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

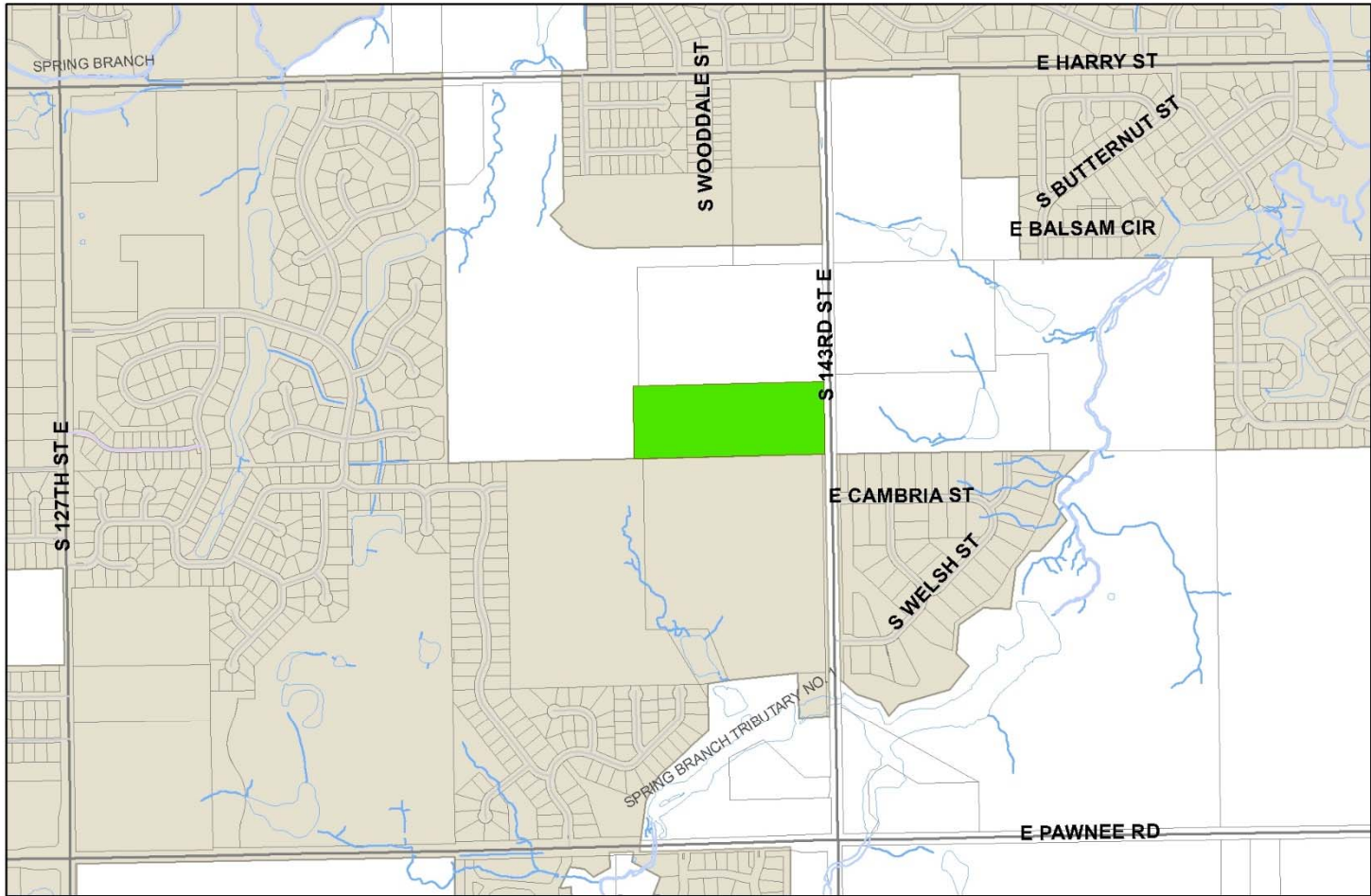
Approved as to form:

Jennifer Magana, City Attorney & Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located on the west side of South 143rd Street East and a quarter mile south of East Harry Street

Address:	00276987, 00276982	Reason(s) for Annexation:	
15	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:	SF-20 Single Family		



ANNEXATION AREA

WICHITA

UNINCORPORATED SEDGWICK COUNTY



Software: ArcGIS

Map Data Sources: City of Wichita, Sedgwick County

Prepared 08/02/18

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.

Note: Public property represented on this map is not intended to be inclusive.

City of Wichita
City Council Meeting
August 21, 2018

TO: Wichita Housing Authority Board

SUBJECT: Reasonable Accommodations Policy Revisions

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Approve revisions to the Reasonable Accommodations Policy.

Background: The Governing Board of the Wichita Housing Authority must approve revisions to the Reasonable Accommodations Policy before implementation of changes. During the current program year, the Wichita Housing Authority must make policy enhancements in order to comply with a conciliatory agreement related to Fair Housing violations.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity. The Reasonable Accommodations Policy outlines the policies and procedures by which reasonable accommodations requests are made; the document currently only applied to the Section 9 Public Housing Program, and it was last updated October 25, 2004.

Analysis: The revisions presented for approval will: 1) remove any requirement that requests for reasonable accommodations be made through the use of a written form; 2) remove any requirement that verifications must be provided by the individual with disability's licensed physician, permitting the verification to be provided with anyone who is aware of the individual's disability; 3) permit that individuals may make requests for reasonable accommodations at any time, including at the time of a formal hearing; and 4) make the policy applicable to both the Public Housing and Housing Choice Voucher programs.

These revisions are in accordance with the stipulations of the conciliatory agreement, and are to be implemented no later than 180 days of the effective date of the conciliatory agreement, or September 8, 2018.

Financial Considerations: There is no impact to the General Fund.

Legal Considerations: The Law Department has reviewed the revisions to the Reasonable Accommodations Policy and has approved as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve revisions to the Reasonable Accommodations Policy.

City of Wichita
City Council Meeting
August 21, 2018

TO: Wichita Housing Authority Board

SUBJECT: Section 8 Housing Choice Voucher Administrative Plan Revisions

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Approve revisions to the Section 8 Housing Choice Voucher Administrative Plan.

Background: The Governing Board of the Wichita Housing Authority must approve revisions to the Administrative Plan before implementation of changes. Consistent with the Wichita Housing Authority Agency Plan, the Wichita Housing Authority may select families based on various preferences set by local housing needs and priorities for the Housing Choice Voucher Program.

Programs funded by the U.S. Department of Housing and Urban Development (HUD) use a different, more limited definition of homelessness [pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (P.L. 111-22, Section 1003)].

- An individual who lacks a fixed, regular, and adequate nighttime residence;
- An individual who has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
- An individual or family who will imminently lose their housing [as evidenced by a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days, having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days, or credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause]; has no subsequent residence identified; and lacks the resources or support networks needed to obtain other permanent housing; and
- Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who have experienced a long-term period without living independently in permanent housing, have experienced persistent instability as measured by frequent moves over such period, and can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

Analysis: The revision presented for approval will implement a homeless preference for the Housing Choice Voucher Program to those individuals that meet the definition of homelessness.

The homeless preference initiative will provide individuals and families that meet the HUD definition of homelessness an opportunity to receive available vouchers.

Financial Considerations: There is no impact to the General Fund.

Legal Considerations: The Law Department has reviewed the revisions to the Section 8 Housing Choice Voucher Administrative Plan and has approved as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve revisions to the Section 8 Housing Choice Voucher Administrative Plan.

Attachments:

Section 8 Administrative Plan Revisions

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.2 PREFERENCES

Consistent with the Wichita Housing Authority Agency Plan, the Wichita Housing Authority will select families based on the following preferences based on local housing needs and priorities.

- ~~B. Applicants with gross family income from 30% or below of area median income who are “working families”. A “working family” shall mean: Income which is based on actual employment or if the head of household and spouse, or sole member, are 62 years of age or older or are receiving Social Security Disability, Supplemental Security Income, disability benefits, or any other payments based on an individual’s inability to work. A family is considered to be eligible for this preference if either head or spouse is gainfully employed and working at least 20 hours per week at no less than minimum wage and has been consistently employed as such for at least the immediate past sixty (60) days. The employed individual must have at least 160 hours during the past 60 days. (Revised 4-22-2014) Employment will be verified by a signed statement from employer indicating dates of employment, number of hours working, hourly wages, and anticipation of continuous employment. (This preference is also extended to all elderly families and all families whose head or spouse is receiving income based on their inability to work.) Age includes head of household 62 and older. Disability includes head of household and/or spouse that have substantiated their disability through Social Security. (Revised 2-07-2012)~~
- B. Applicants who meet the U.S. Department of Housing and Urban Development’s (HUD) definition of homelessness [found in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (P.L. 111-22, Section 1003)].
- An individual who lacks a fixed, regular, and adequate nighttime residence;
 - An individual who has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
 - An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
 - An individual or family who will imminently lose their housing [as evidenced by a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days, having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days, or credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking

homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause]; has no subsequent residence identified; and lacks the resources or support networks needed to obtain other permanent housing; and

- f. Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who have experienced a long-term period without living independently in permanent housing, have experienced persistent instability as measured by frequent moves over such period, and can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.